

# Application Form

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## *Organization Information*

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An informational webinar about this application is available to watch.

The rubric that will be used to score this proposal can be downloaded [here](#).

If you would like to complete this application first in Microsoft Word, you may download a Word version [here](#). Please pay attention to character limits.

### **Brief Project Descriptor**

Please briefly describe this organization's request.

### **Organization Name\***

Academy of Ballet Arts Inc.

### **Project Name\***

Please choose a short name to identify this project within the grant portal:

Warehouse Arts District Ballet Renaissance

### **EIN\***

59-2926455

### **Incorporation Year\***

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

2001

### **Mission Statement\***

What is your organization's mission statement?

The mission of the Academy of Ballet Arts Inc. is to develop the potential of each student to express his or her individual ideas and emotions through the beauty of movement. The Academy values diversity, nurtures creativity and builds community.

## Unique Entity ID (SAM)

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on SAM.gov and apply for one here (it is free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. HOWEVER, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

VVY6FNGSY3F6

## Annual Operating Budget\*

Please provide the amount of your annual operating budget (expenditures only) for your entire organization.

\$219,747.00

## Amount Requested\*

The maximum grant amount is \$500,000.

\$250,000.00

## Does the total project cost exceed the amount your organization is requesting?\*

Please note: Answering "Yes" will cause additional questions to load later in this application.

### Examples

ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$150,000 for certain equipment, and will seek other funding and donations for the remaining \$20,000 of the playground. ABC Childcare would select "Yes" for this question.

Better Tomorrow, a mental health provider, is looking to expand their counseling center by two rooms to meet increased service demand arising from the pandemic. Better Tomorrow has secured \$25,000 in private contributions, and wants to request the remaining \$125,000 in this grant. Better Tomorrow would select "Yes" for this question.

DBE Food Pantry is seeking funding a new HVAC unit for their pantry, and is requesting \$40,000 from PCF to cover the entire cost. DBE Food Pantry would select "No" for this question.

No

## Rent vs. Own\*

Does your organization rent or own the property for which you are proposing modifications?

Rent

## Parent Non-Profit/Subsidiaries:\*

If your organization has a parent non-profit that has multiple subsidiaries, will multiple subsidiaries be applying in this process?

### Example

Better Tomorrow is the parent non-profit of three organizations. Two of those organizations want to apply in this process. Both would select "Yes" on this question.

No

## *Request Specifics*

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### Pinellas County Priority Areas\*

For Round 2 of this funding process, the ARPA Nonprofit Capital Project Fund is prioritizing organizations that offer programming, and whose capital purchase is related to, the following areas:

- Individuals with Disabilities
- Food Security
- Specialized Healthcare
  - Mental Health
  - Dental Care
  - Substance Use Disorders
- Housing

Not offering programming in these areas does not disqualify you from applying. However, this prioritization will result in 10 bonus points being awarded to eligible requests when scored.

Does your organization and its proposed capital purchase fit into one of these areas?

Yes

### Programming Background\*

Please describe the programming your organization offers to the community and the length of time it has been doing so. What does your organization **do** and **how long** has it been doing it?

**If you have indicated above that your programming and proposed purchase fit into the priority areas for this funding round, please be sure to describe the relevant programming.**

The Academy of Ballet Arts (ABA) opened in 1969, became a state nonprofit in 1984 and a 501(c)3 nonprofit in 2001. ABA is committed to providing a year-round curriculum of classes, public performances, and intensive summer training for beginning through professional students. ABA recruits its students through community connections and its curriculum embraces all levels of participation, abilities, and body types.

ABA includes special needs students in its regular curriculum. Everyone develops the ability to see past the physical, intellectual or emotional things they struggled with. They learned to face their own challenges with persistence and humor. ABA is wheelchair accessible, and classes are open to all abilities and disabilities. There are classes for students who have: Autism, Down Syndrome, Cerebral Palsy, physical and or mental challenges. The addition of a fourth classroom space would allow the Academy to dedicate a classroom specifically for students with disabilities. Providing adaptive dance classes is not the primary purpose of ABA, but making dance accessible to everyone is a part of our mission statement. In 2018, ABA received a financial award from the Florida State Cultural Arts Division to support its adaptive ballet classes.

Performances by ABA give back to the community and enhance access to the arts for everyone.

1. Nutcracker: provides free ticket vouchers to students from facilities for physically and mentally challenged children and adults, for families in shelters, inner-city schools, and foster children.
2. Spring Concert: These performances include artists talk-back with the audience.
3. St. Petersburg International Folk Fair: Russian dances performed since 1976.
4. Community shows: First Night, Habitat for Humanity, Florida Foreign Language Teachers, Arts Alliance Garden Party, Creative Pinellas, Heritage Park.
5. Art Walk: performances, rehearsals, & artist talk-backs are presented every second Saturday of the month.

## Community Need\*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

Developing new classes and performance opportunities necessitates expanding our facility. With expansion, ABA will be better able to address ethnic connections with children and youth from culturally diverse backgrounds. The new Fall class schedule offers fifty-seven classes per week, but because the current classrooms are small, we must limit the number of students we can register. Several former students teach African Dance, and we need to be able to combine two 20'x40' classrooms in order to accommodate the teacher, drummers and students. The additional classroom will have a sliding wall adjoining studio 1. The ability to combine the two spaces allows performances, master classes, rehearsals, and ethnic classes to take place in a 40' X 40' space. It will also allow three out of four studios to be used for students with disabilities.

There are only three public schools in Pinellas County that have dedicated art programs. Perkins Elementary and John Hopkins Middle School select their students through a lottery system. PCCA at Gibbs High School accepts students only through the audition process. Students who are not eligible for one of these programs need to have access to the arts after school. There are no other dance classes available in the south side of St. Petersburg. Families that are economically challenged are supported at ABA by full and partial tuition grants. Students may also qualify for tuition grants by demonstrating a strong work ethic, specific artistic and physical goals, and a passion for dance.

ABA is committed to educating families about the importance of infusing student’s education with consistent, high quality art education. Attending live performances is also essential to the stability of arts organizations. It is a documented fact that the arts improve students’ grades, focus, self-motivation, self-expression and influence the understanding of how the integration of music, movement, and visual dynamics impact creativity. the importance

### Negative Economic Impact\*

The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.

The more quantifiable your negative economic impact is, whether it be fiscal losses/pressures or increased service demand, the stronger your answer will be. Use numbers whenever possible. The more specific your evidence, the better.

Describe your organization’s negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

Due to Covid-19, the city closed ABA in March 2020. This destabilized a fragile nonprofit budget that included revenue set aside to remodel its rented facility. ABA had occupied the rental property since Dec. 2001. To have the matching funds for CRA grants, our budget included designating reserve funds for the building project.

Ticket sales supports tuition grants, costumes, guest teachers:

2019: 28,915  
 2020: 13,758 (loss due to cancelled Spring Concert & Nutcracker at Mahaffey)  
 2021: 40,682  
 2022: 41,607

ABA's reserves were used to pay rent & storage costs, renovations (2023).

Reserve Funds:	2019	2020	2021	2022	2023
Building Fund:	41,814	41,814	35,834	35,834	0
Contingency Fund:	10,000	62.09	0	0	0
Jana Davis Fund:	1,000	1,000	1,000	1,000	1,000
Marley Reserve:	15,162	15,162	0	0	0

Zoom classes for Ballet II-V (ages 10-18) were broadcast beginning in April. Tuition was not charged because families were not prepared for the shut-down and didn't have space for their children to dance. Jobs were put on hold, or parents were laid off. When ABA opened again in June 2020 it was without any students from the age of 3-9. ABA is dependent on the number of enrolled students in lower-level classes to support the professional levels, which have fewer students. Their loss affected ABA's income for the next two years due to parents not wanting their children to dance with masks on, or risk being exposed to COVID from classmates.

In 2021, ABA's landlord informed us that he was selling the building due to a financial downfall caused by the Pandemic. Available square footage was limited and had to be remodeled. Owners didn't want to rent to a nonprofit, refused to finance remodeling, or locations were unsafe. Owners required a bond to cover rent 3-12 months in advance, which was a response to losses incurred with business closings during COVID. The final two choices in the Fall 2022:

1. \$7,200 a month, & a bond for \$21,000 plus all remodeling costs
2. \$9,000 a month, & a bond for \$48,000 plus ½ of the remodeling costs.

In March 2022, ABA met with the executive director of WADA, Markus Gottschlich, because he had a dance studio that wasn't being used. ABA moved in April 2023 into the existing classroom and became responsible for paying for renovating 2 small art classrooms and a storage loft to create 2 additional classrooms. The completed space was not big enough to accommodate growth. When the lease was signed, WADA reserved a space that adjoins the 1st classroom, but ABA would have to pay for the renovations. The space is a warehouse with no finished walls, a concrete floor, and no lights or air conditioning.

## Negative Economic Impact - Uploads

**You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages. Word, Excel, JPG and PDF files are accepted.**

09 21 23 PCF Grant Information Net Income.xlsx

## Pandemic Relief Funding\*

Please describe all government pandemic relief funding your organization has received since the onset of the pandemic (March 2020). This includes but is not limited to the Pinellas CARES Nonprofit Partnership Fund, other ARPA funding, PPP (Paycheck Protection Program), and Community Block Development Grants specifically targeting COVID-19 relief.

**Explain why or how this pandemic-relief funding has not alleviated the negative economic impact you have described above.** Potential reasons include expiration dates on certain funding, inflationary pressures, restrictions prohibiting capital expenditures, or the funding simply not being enough to remedy the harm you've indicated above. **The more concrete your numbers, the better.**

**If you have not received government relief funding for your organization since the onset of the pandemic, write "No pandemic relief funding received" below.**

10/26/20: State of Florida Help Grant: \$1,898.00

Funding awarded to nonprofits who had qualified for a State Cultural Grant

12/22/20: NEA Cares Grant: \$10,000

### Funding awarded to nonprofits who had already qualified for a State Cultural Grant

05/3/21: Paycheck Protection Program: \$16,000

Funding was used to pay teachers' salaries. It did not have to be re-paid.

5/5/22: City of St. Petersburg Resilience Grant: \$10,000

This was awarded in the second round of applications to support losses from production of Nutcracker in 2021. The Palladium closed because of COVID and the performance had to be done at a loss at the Mahaffey Theatre.

The Pandemic relief funds helped to keep the Academy in a limited level of business but did not protect or add to our reserve account. The Academy's expenses remained close to the same as far as rent and utilities, but tuition went down. The staff was maintained but without the COVID related funds, the Academy would not have been able to continue operating through the "COVID period" of time.

When limited classes resumed in June 2020, there were no children attending under the age of ten due to parental fear of them being exposed to COVID 19. When schools opened again those same children were still gone from the Academy's classes. The effect on the financial stability of the Academy was:

1. Less ballet classes offered.
2. Less variety of other dance styles offered.
3. Teaching hours reduced.
4. Income from performances reduced due to limited audiences.
5. The lack of students from 3-9 for 2 years will produce fewer students in upper-level classes over the next ten years.
6. Limited community performances resulted in less exposure, which reduced new registrations.

#### Tuition Income:

Jan.-Dec 2019	Tuition: 123,721.25
Jan.-Dec 2020	Tuition: 93,690.50
Jan.-Dec 2021	Tuition: 104,093.47
Jan.-Dec 2022	Tuition: 122,351.56 (increase due to higher tuition prices)

#### Teacher's Salaries:

Jan.-Dec 2019	82,625
Jan.-Dec 2020	86,693
Jan.-Dec 2021	85,409 (decrease is due to loss of lower-level classes)
Jan-Dec 2022	83,277 (decrease is due to loss of lower-level classes)

#### Total Revenue

Jan.-Dec 2019	173,809.43
Jan.-Dec 2020	153,694.07
Jan.-Dec 2021	175,734.24
Jan.-Dec 2022	219,747.02 (increase due to higher tuition prices)

The Academy raised tuition prices in 2022 to off-set potential moving costs. The building was sold in April 2023 and vacated in June 2023.

## Proposal Description\*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of negative economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your project proposal and address the following:

- What project will be undertaken with these funds?
- What is the estimated lifespan of the project/property improvement?
- How does it address the negative economic harm you described in the previous question?

The funds requested will be used to renovate a space next door to the current location of the Academy of Ballet Arts. It will include a 20' x 40' dance classroom, a suspended wooden floor, mirrors on one wall, a moveable wall so that two classrooms can be combined to provide a performance space, two family bathrooms, a storage room, an office, lobby, air-conditioning and lights.

The Academy has a guaranteed lease option until 2043. The warehouse has existed since the 1920's and the construction that has improved the facility for visual artists, sculptors, dancers, and other performing artists should only increase in value.

Teaching dance requires space dedicated to the art form that includes high ceilings, suspended floors, and useable square footage. The Academy lost its home because of circumstances surrounding COVID, which included the sale of the building, the loss in tuition and performance income and the higher costs to support the purchase or rental of an appropriate building. The loss of revenue and the students ages 3-9 will affect us for years. Students in the youngest classes grow up to fill spaces left by students who have stopped dancing. There were no children in the four lowest levels for two years. That gap in students will continue to affect us for the next ten years. It is rare that a student not trained at the Academy would be placed in the upper levels. Eventually the numbers required to support the cost of the class will be severely diminished. We lost revenue to keep our teachers employed, pay our monthly bills and plan for an uncertain future.

ABA moved to the WADA to continue its 55-year tradition of training dancers from diverse cultures. The Academy's location makes the classes more accessible to children in economically challenging neighborhoods. Expanding the classrooms will allow us to have a dedicated room for teaching adaptive classes and will help us serve more students. Local communities will benefit from arts education and performance opportunities for their children. The addition of a potential additional 100 students will help restore our Contingency Fund and our Tuition Grant Program and expand the Musical Theatre program to a public performance opportunity.

## Number Served\*

How many people will directly benefit from this capital purchase annually?

200



## Unduplicated vs. Duplicated\*

Is the number indicated above duplicated or unduplicated?

**Duplicated:** A client is counted each time they access services

**Unduplicated:** A client is counted once, regardless of the number of times they access services

**Example:** ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is duplicated. If ABC Food Bank counts Taylor's visit ONCE, it is unduplicated.

Unduplicated

## Other (Explanation Required)\*

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital project.

NA

## Organizational Sustainability\*

How does this project contribute to the long-term sustainability of your organization and the work it does? That is, what impact will this project have on your organization and/or its clients over the long-term?

Examples include increased service capacity, reduced cost of delivering services over time, higher-quality or more equitable service delivery, and increased lifespan/quality of property.

Quantifiable numbers will strengthen your answer.

ABA's 2023-2024 business plan promotes steady growth and financial stability by:

1. Classes have expanded from 37 classes a week to 58 classes per week. The extra classroom will allow us to add 10 more students to the Musical Theatre Program; 20 students to the Teen Ballet & Jazz program; 20 students to Ballet I. Tuition increase: 3600.
2. As the community that surrounds ABA becomes more involved more classes can be added to meet their needs.
3. Expand Summer Intensive to include a Middle School Beginning Intensive and A Pre-Professional Program for Middle & High School students.
4. Create a Master Class series for the second Saturday each month to coincide with Art Walk
5. Expand the "Adaptive Program" to include wheel-chair dancers, adults with movement challenges and Parkinson.
6. Increase business donations, and private donations through using programmatic and institutional marketing strategies.
7. Expand the daytime programs to include Home Schooled students, Pilates, and Yoga
8. Expand the Art Walk programming to include open classes, presenting lecture-demonstrations, and in-studio performances.
9. Create an outreach program to educate families about dance as an expressive art form. The performances will be held in the new space combined with Studio I. Programs will use stories such as "Peter and the Wolf" danced by current students as an introduction to performing. The programs will include character dances, variations, and stories wherein the audience can create movements to illustrate them.
10. Expand the performing arts accessibility to all through education, demonstration, and conversation. In so doing, the interest of ethnic families' attendance at ticketed performances will increase.

## *Project Specifics*

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### Permits\*

Please describe any permits necessary for the successful completion of this proposed project. Be sure to include any permits already obtained or in progress, and/or what the timeline is to acquire permits.

**THE PROJECT WILL REQUIRE A COMPLETE BUILDING PERMIT ISSUED BY THE CITY OF ST PETERSBURG INCLUDING ARCHTECTURAL, ENGINEERING, MECHANICAL, ELECTRICAL, FIRE SPRINKLER AND PLUMBING**

### Plan Set\*

Do you have a plan set for this project?

A plan set refers to the "batch" of plans, drawings, prints, files, etc., that you receive from an architect that explains what needs to be built, how, and where. **Not all qualifying projects in this process require a plan set.**

**If you answer Yes, you should upload the Plan Set in the question below.**

No

### Plan Set Upload

If you answered "Yes" above, please upload the Plan Set here. If you have trouble with file size limitations, please reach out to Rose Cervantes at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org). If you have any narrative to accompany the plan set, you may write it below.

**PDF files are permitted.**

**THE PROJECT WILL REQUIRE AN ARCHITECT TO DEVELOP A COMPLETE SET OF PERMIT DRAWINGS. THE PLAN SET WOULD NEED TO INCLUDED SITE PLAN, ARCHITECTURAL, ENGINEERING, MECHANICAL, ELECTRICAL, FIRE SPRINKLER AND PLUMBING.**

### Construction Schedule/Timeline\*

Given a spending deadline of December 31, 2026, give a detailed and **realistic construction schedule**/timeline as to how this large capital project will be executed and completed. If there are phases to this project, indicate so in the narrative below. If you specified that permits were needed for this project above, ensure you include the acquisition time in the schedule.

Please include the following:

- 1. How the timeline/schedule was developed, and by whom.**
- 2. Timeline of planning and execution. Please include start and end dates by month and year. For example, April 2023 - June 2023.**

**Example:**

Better Tomorrow is proposing the expansion of their counseling center. This requires a 2-month planning phase, one month to obtain all necessary permits, and four months to build. Better Tomorrow would list each phase, a brief description of what takes place in each phase, and an estimated start and completion date for each phase, and an explanation of how the schedule was developed.

At the time of signing the lease, WADA management included the proposed buildout in the lease. Their Executive Director & Board President advised the Academy to raise the money necessary and projected the following timeline:

"ABA IS PLANNING TO BUILDOUT AN EXISTING UNIMPROVED SPACE NEXT DOOR TO THEIR EXISTING STUDIO. THE PRE-PLANNING WORK HAS BEEN ACCOMPLISHED. THE NEXT STEP WOULD BE TO ENGAGE THE ARCHITECT TO DEVELOP PERMIT DRAWINGS ( 42 calendar days ) NEXT WOULD-BE PERMIT PHASE ( 180 calendar days ) FOLLOWED BY THE ACTUAL CONSTRUCTION WORK (90 calendar days ) followed by final inspections, punch lists, issuance of certificates of occupancy and final clean /project turnover ( 10 calendar days ). TOTAL OF 322 DAYS"

Start time November, 2023 - End Date October, 2024 (This start and end time are dependent on raising the money)

## Team Leadership\*

Please describe the following:

1. The team and leaders that will be overseeing this proposed project.
2. Their relationship to your organization
3. Their role in this project
4. Whether or not they have overseen similar projects

There are 3 organization leaders who will be overseeing this project:

- Markus Gottschlich, Executive Director, Warehouse Arts District Association (WADA)
- Mark Aeling, WADA Board President
- Rob Kapusta, WADA Board Vice President and Attorney

Markus and Mark will be the points of contact on a daily basis given their proximity to the project (both work on the WADA campus where the project will take place) and can therefore help oversee the operational/construction aspects of the work. Ron Kapusta will be the point of contact for financial oversight with a dotted line to Markus. As the Executive Director, Markus has financial oversight responsibility for the entire organization, and should therefore be part of all financial discussions and decisions.

All three leaders have been part of other construction projects on the WADA campus including the original construction of the Arts Education Center (2021), the ArtsXchange and connecting gallery (2017), the Burka Lounge (2018), the forthcoming Foodies Hall, and the space that is now occupied by 7C's Music also on the WADA campus.

## *Geographic Impact and Priority Populations*

The ARPA Nonprofit Capital Project Fund seeks to offset the negative economic impact Pinellas nonprofits faced due to the COVID-19 pandemic. Organizations who serve disproportionately impacted communities will be considered as serving a priority population. There are several ways to determine if your clients were disproportionately impacted.

Examples of disproportionately impacted communities include those who meet at least one of the following descriptions:

- Low- and moderate-income household and communities
- Households that qualify for federal assistance programs, such as SNAP and TANF
- Historically marginalized communities (BIPOC communities, persons with disabilities, LGBTQ+, religious minorities, and other communities that fit in the Equity definition provided on the ARPA website and application)
- Organization located or serve households within a Qualified Census Tract (QCTs)
  - Defined by U.S. Department of Housing and Urban Development (HUD)
  - To assess if your organization serves or is headquartered in a QCT, use this link. In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to “Color QCT Qualified Tracts.” The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

## Benefits and Geography of Project\*

Please describe how the communities/clients that will benefit from this capital purchase, and how they were disproportionately impacted by the pandemic according to the examples above.

ABA has historically embraced children from families who identify as African American, Latin American, Asian, LGBTQ, low-income, religious minorities, and those with disabilities. Our belief is that understanding and empathy are created when a dancer is immersed in the arts of another ethnic background and culture. Ballet is often thought of as a European art form, but from its opening day in 1969, the Academy built the artistic and ethnic value of a diverse student body.

In June 2023, ABA relocated to the Warehouse Arts District Association (WADA) campus, becoming their first performing arts group. Our address is within the triangle of the three public schools for the arts, Perkins Elementary, John Hopkins Middle School and Pinellas County Center for the Arts at Gibbs High School. Our location allows students in those programs and neighborhoods to participate in after school and summer programs at the ABA.

WADA lies completely within the Qualified Census tract area of St. Petersburg. The area is home to low- and moderate-income households and communities. Many families qualify for federal assistance programs, such as SNAP and TANF. These areas are historically marginalized communities, and it is ABA's vision that these communities, with the addition of more classroom space, will be served by the Academy's dance programs and its tuition grant program that assists economically challenged families.

ABA is developing new, core dance opportunities, benefiting child and youth dancers living in South Pinellas. Within this category, are the neighborhoods of the WADA and Edge Arts Districts, Mel-Tan Heights, Thirteenth Street Heights, Child's Park, Jordan Park, Gulfport, and Campbell Park.

8.10% of families living in St. Pete are below the poverty line. A 1 member household that earns \$13,590 falls below the poverty level as well as an 8 member family that earns \$46, 630. Low income excludes children from pursuing activities after school unless there is financial aid. The majority of residents who fall below the poverty threshold live in St. Petersburg's southern section. The demographics show the economic need for accessible art programs in south St. Petersburg. Expanding ABA's studio space will permit economically challenged families to take advantage of an excellent dance program as well as become involved in the other activities available at WADA. Our Tuition Grant program offers full and partial scholarships to economically challenged families.

## Headquarters Location\*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your registration with Sunbiz, you may search their database.

Academy of Ballet Arts Inc. 515 22nd Street South St. Petersburg, Florida 33712

## Project Location\*

Please provide the address or intersection where the property being modified is.

St. Petersburg Warehouse Arts District Inc. (WADA) 515 22nd Street South St. Petersburg, Florida 33712

## *Rented Property*

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**You have indicated that the property involved in this proposal is rented. Please answer the questions below.**

### Tenant Responsibility\*

Please explain how your organization is responsible for modifying the building despite being rented. Be sure to describe the length of your organization's lease and to indicate whether or not you have obtained permission from the landlord for the proposed project.

ABA's lease (2023-2028 + 5 year right of renewal X 3) was signed with the provision that ABA would be financially responsible for all renovation costs. Initial Renovations Include:

1. Converting 2 art classrooms (demolishing a hallway, doors and interior wall, moving electric outlets, and adding water sprinklers to create 1 dance classroom
2. Building stairs to second floor storage loft and converting it to a dance classroom.
3. Closing the adjoining door between studio 1 and studio 2

Future Renovations:

1. Open the wall between studio I and the new space. Replace it with a moveable wall
2. Add a matching classroom, floating wooden floor, mirrors, lobby windows to match original lobby
3. Open up the wall dividing the current lobby to add additional space for two family bathrooms, an office, storage room and lobby extension.

Page 5 of the lease, section 9, spells out the tenant responsibilities for alterations to the building.

### Landlord\*

Please enter the name and address of the property owner/landlord.

Markus Gottschilich, Executive Director 515 22nd Street South St. Petersburg, Florida 33712 note: St. Petersburg Warehouse District Inc. is a 501(c) 5 nonprofit

## Lease Upload\*

Please upload the executed lease you currently have with your landlord. If there are any important circumstances to note, use the text box below.

ABA WADA Lease.pdf

## Community Connection

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PCF understands the value of authentic and diverse representation in philanthropy and in Pinellas County. To this end, we ask demographic and representation questions to gauge the human impact your organization has on the communities you serve.

PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

### Community Representation and Connection\*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

If your staff, board, executive leadership, or long-term volunteers have personal identities or experiences that allow for a meaningful connection with your clients, please feel free to describe this connection below. When possible, please use internal data or specific details to describe how your organization is representative and connected to the communities you serve.

Suzanne Pomerantzeff, is the founder, Artistic Director, and Board president of ABA. She taught for 30 years at the Pinellas County Center for the Arts at Gibbs High School and for 25 years was the Dance Department Chair. She also taught at Head Start Programs, St. Petersburg Junior College, College for Kids, and USF Dance Program

As an educator, Ms. Pomerantzeff has developed, and coached students from all ethnic and cultural backgrounds. She was instrumental in entering her students in the Youth America Grand Prix International Competition which resulted in students receiving scholarships to major professional programs. The ABA's executive leadership and staff participated in events hosted by the Foundation for a Healthy St. Petersburg, Community Conversation for Manhattan Casino, and How we Co-Create: Advancing Racial Equality Through Connection in 2022-2023. Ms. Pomerantzeff is a founding member of the St. Petersburg Arts Alliance Performing Arts Taskforce, Creative Pinellas Community Involvement Committee, a graduate of USF's Diversity, Equity, and Inclusion 7-week training, and a graduate of University of Tampa's Nonprofit Leadership Program.

The depth of the Academy's commitment to training every student with excellence has been the cornerstone of our diversity, equity, and inclusion plan. The list of professional dancers that have trained at ABA Includes:  
African Americans:

1. Calvin Royal III: Principal dancer: American Ballet Theatre
2. Briana Reed: Principal dancer at Alvin Ailey
3. Marquis Floyd: Bad Boys of Ballet, Dance Theatre of Harlem, Lion King
4. Dajuan Booker: Dance Theatre of Harlem, Momix

5. Ephraim Sykes: Ailey II, Hairspray Live, Hamilton
6. Gerald Watson: Nashville Ballet
7. Jared Brunson: Ballet X, Complexions
8. Shawn Cusseaux: Ballet X
9. Zeek Page: Richmond Ballet
10. Sir. Brock Warren: Paradise Square
11. Charlotte Johnson: Bill T. Jones
12. Jalen Williams: Dayton Ballet
13. Alexis Cobb: Dallas Black Dance Theatre
14. Samiyah Parramore: Cleo Parker Robinson Co.
15. Caleb Baker: Nai Ni Chen
16. Amos Oliver: Lexington Ballet Company, Hairspray Live

#### Latin Americans:

1. Shila Tirabassi: Ballet Hispanico, Stephen Petronio Co.
2. Gabriela Johnson: Sarasota Ballet
3. Danielle Glynn: Ballet Palm Beach
4. Gretel Batista: Dance Alive, Houston Ballet
5. Saela Rivera Martinez: Houston Ballet II

#### Asian:

1. Alana Clapp: Cirque de Soleil
2. Debbie Chen: Virginia Ballet Theatre
3. Ye-Jin Park: Juilliard Ensemble

## Board Membership\*

Do your board members consider themselves a member of one or more of the following populations?

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

BIPOC  
LGBTQ+

## Executive Level Leadership Team\*

Does your executive leadership team consider themselves a member of one or more of the following populations?

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

None of the above

## CEO/Executive Director\*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations?

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disable

None of the above

## Financial Overview

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**BIDS MUST BE DATED JULY 5, 2023 OR LATER.**

- The file attached below should contain current, verifiable bids, estimates, or price lists [from your potential vendor(s)]. *Please ensure there is a date noted on the bid or some annotation as to when when you obtained these estimates/bids.*
- If your project costs LESS than \$75,000, you must upload TWO verifiable bids or estimates for the proposed project.
- If your project is **EQUAL TO** or **MORE THAN** \$75,000, you must upload THREE verifiable bids or estimates for your proposed project.
- If you have already selected a contractor for this process and do not have multiple bids to upload, please ensure you answer the narrative questions below thoroughly.

### Bid/Estimate #1\*

PDF files are accepted.

ACADEMY OF BALLET ARTS 515 22ND STREET SOUTH EXPANSION 9.22.23.pdf

### Bid/Estimate #2

PDF files are accepted.

Proposal Print - Ani.pdf

### Bid/Estimate #3

PDF files are accepted.

### Selected Contractor\*

If you have not yet selected a contractor and have uploaded multiple bids above, please write N/A below or you will not be able to submit your application.



If your organization has already selected a contractor for this proposed capital project, please describe the process through which this contractor was chosen, and be sure to answer:

1. Was there a competitive bid process? That is, were multiple bids collected in order to evaluate multiple contractors? Describe this process (names of contractors, number of bids collected, prices, and why the contractor was chosen).
2. What personnel members at your organization selected the contractor?
3. Has a contract been executed with this contractor? **If yes, upload the contract here. If no, please describe the status of contract.**

***If a contractor has already been selected AND a competitive bidding process was not used, the project will lose points.***

Huffman is the preferred contractor and will likely be the vendor should ABA get the grant based on their relationship with WADA, their cost estimate, and their previous experience.

## Minority/Woman-Owned Business

Is your selected contractor, or the bid you are going to choose if funded, one of the following:

- Small-business enterprise (SBE)
- Disadvantaged business enterprise (DBE)
- Minority and/or woman-owned business (MWBE)

No

## Related Parties\*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

### Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

**If yes**, identify the vendor and describe the relationship.

**If no**, write "No related parties below."

No related parties below.

## Budget Detail\*

Please upload a clear, easily readable budget that breaks out costs for this proposed project. Ensure that it is clear what portion would be paid for through this grant funding and what would be paid for from other sources. **Be sure that the budget includes 10-20% for contingencies and any costs related to performance and payment bonds for construction projects.**

If you are going to request the permitted indirect cost of up to 5%, please be sure this is represented in your

budget.

An example budget is available here.

If you have additional notes to add to your budget summary, you may do so in the text box below.

**PDF and Excel files are allowed.**

PCF Budget Form - ABA for ARPA.pdf

## Other Funding Sources\*

Please describe any other funding that your organization has applied for or obtained for this project. This includes but is not limited to Community Development Block Grants (CDBG), local government grants (including Tourist Development Council funding), foundation grants, and donors (you do not need to disclose donor identities, simply amount raised that is allocated to this project). This includes any matching grants or in-kind contributions you may have obtained.

**If none, please explain why no additional funding sources have been pursued.**

**Please be sure all funding sources below are represented in the "Applicant Match" column in the Budget Summary you have uploaded above.**

2023 Donors & Additional Funding Sources to be used as needed:

Pruitt Education Foundation: pledged \$25,000 (December, 2023)

Donations are accepted all year and the funds are not designated to any particular project.

## Changes in Operating Costs\*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this project **decreases** ongoing operating costs, how will it do so?
- If this project **does not affect** operating costs, please note so below.

This project does not affect operating costs.

## Fund Management Capacity\*

Please describe your organization's capacity to manage these potential ARPA funds in terms of fiscal management and financial infrastructure.

**This includes, but is not limited to, the use of accounting software that can track a general ledger and multiple accounts and the ability to work on a reimbursement-basis.**

The inability to handle a reimbursement-based grant does not disqualify your organization from applying.

ABA's Financial Manager is Rebecca Davis, Financials are maintained using QuickBooks Online accounting software. Ms. Davis has over 20 years of experience in non-profit accounting that includes participating in over twelve non-profit 501(c)(3) audits, financial reporting and management of numerous government and organizational grants including grants on a reimbursement-basis. Using grant management accounting procedures, the ARPA funds will be tracked using a general ledger and multiple applicable accounts using QuickBooks Online software with detailed financial reporting produced regularly. Preparing the reimbursement requests will require systematic reporting of expenditures as well as back-up proof of payments on a timely basis to assure the success of the project by keeping required tasks running efficiently within the allotted budget. Michelle Kuusela, ABA, Studio Director for 7 years and communicates with Ms. Davis and Suzanne Pomerantzeff, Board President.

### Corrective and Investigative Action/Grant Recall\*

In the past three (3) years, has your organization had any of the following occur:

1. Been under legal investigation by a local, state, or federal institution?
2. Been placed on a corrective action plan by a funder?
3. Had grant funding recalled by a funder?

If yes, please describe the investigation, corrective action plan and/or grant recall, and the current status of such incidents. If no, write "N/A"

NA

## Organization Documentation

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Please reach out to PCF staff if you have trouble uploading the files below. We are able to assist with file conversion and file compression.

### Organization Budget\*

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

09 13 23 Budget for 2023 (1).xlsx

### Board of Directors List\*

Please upload a current list of members of your organization's Board of Directors. Excel, Word, and PDF formats are acceptable.

ABA Board Members 2022-2023.pdf

## IRS Form 990\*

Please upload a PDF copy of your most recently submitted IRS Form 990.

**If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type.** You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

07 29 23 Filed IRS Form 990 and Schedules (1).pdf

## Most Recent Financial Statements

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

Academy of Ballet Arts, Inc. - Financials as of 08 31 23.pdf

ABA does not have audited financials. Our financials are prepared by Rebecca Davis, our Financial Manager

## Insurance

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### Evidence of Insurance Coverage\*

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this project. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

**If your organization does not have evidence of insurance coverage, please provide an explanation as to why.**

COI 9-25-23.pdf

NA

### Insurance Requirement\*

**If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this, here is the information about PCF you will need:**

Pinellas Community Foundation  
17755 US Highway 19 N  
Suite 150  
Clearwater, FL 33764  
727-531-0058

**Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.**

**PCF will not ask for a certificate naming us as additional insured until the contracting stage.**

Yes, I understand and will comply with this requirement if awarded a contract.

## *Post-Grant Requirements*

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### **Reporting Requirements Acknowledgment\***

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit monthly expenditure reports until their project is completed and their contract is closed out.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org).

Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

## *Additional Information*

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### **Additional Upload**

If you have something to share, you can upload it here in PDF format.

ABA Adaptive Ballet Program.pdf

### **Anything else to share?**

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

## File Attachment Summary

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### *Applicant File Uploads*

- 09 21 23 PCF Grant Information Net Income.xlsx
- ABA WADA Lease.pdf
- ACADEMY OF BALLET ARTS 515 22ND STREET SOUTH EXPANSION 9.22.23.pdf
- Proposal Print - Ani.pdf
- PCF Budget Form - ABA for ARPA.pdf
- 09 13 23 Budget for 2023 (1).xlsx
- ABA Board Members 2022-2023.pdf
- 07 29 23 Filed IRS Form 990 and Schedules (1).pdf
- Academy of Ballet Arts, Inc. - Financials as of 08 31 23.pdf
- COI 9-25-23.pdf
- ABA Adaptive Ballet Program.pdf

**Academy of Ballet Arts, Inc.**  
**Statement of Activity YTD Comparison**  
 January - December 3 Years

	Jan - Dec 2022 (YTD)	Jan - Dec 2021 (PY)	Jan - Dec 2020 (PY)
<b>Revenue</b>			
Audition Fees	\$	280.00	\$ 275.00
Contributions	6,752.09	2,021.52	7,752.21
DVD Sales			270.00
Education Fees			
Grant Proceeds	49,036.37	28,657.25	37,948.36
T-Shirt Revenue			
Ticket Sales	41,607.00	40,682.00	13,758.00
Tuition	122,351.56	104,093.47	93,690.50
<b>Total Revenue</b>	<b>219,747.02</b>	<b>175,734.24</b>	<b>153,694.07</b>
<b>Gross Profit</b>	<b>219,747.02</b>	<b>175,734.24</b>	<b>153,694.07</b>
<b>Expenditures</b>			
Advertising & Marketing	8,175.00	11,507.00	10,040.00
Bank Charges & Fees	546.25	2,179.33	2,193.52
Contractors	63,777.00	85,409.00	86,693.00
Dancing Supplies/Costumes	3,030.34	662.64	2,058.84
Development/Continued Education			1,937.50
Insurance	1,496.00	1,017.80	1,385.24
Interest Paid	774.93	1,040.36	1,466.78
Legal & Professional Services	1,665.00	1,687.50	2,370.00
Meals & Entertainment			55.38
Membership Dues	250.00	250.00	250.00
Office/General Supplies & Software	4,366.55	3,618.80	2,373.91
Program Expenses			2,352.00
Program Contractors	19,500.00		
<b>Total Program Expenses</b>	<b>19,500.00</b>	<b>-</b>	<b>2,352.00</b>
Rent & Lease	47,550.00	47,000.00	43,250.00
Repairs & Maintenance	148.20	217.50	657.25
Storage Rental	7,918.68	6,420.56	5,923.92
Taxes & Licenses	255.70	185.68	498.89
Utilities	7,354.54	5,614.96	7,265.50
<b>Total Expenditures</b>	<b>166,808.19</b>	<b>166,811.13</b>	<b>170,716.35</b>
<b>Net Operating Revenue</b>	<b>52,938.83</b>	<b>8,923.11</b>	<b>(17,022.28)</b>
<b>Other Expenditures</b>			
Depreciation	4,127.00	4,127.00	4,127.00
<b>Total Other Expenditures</b>	<b>4,127.00</b>	<b>4,127.00</b>	<b>4,127.00</b>
<b>Net Other Revenue</b>	<b>(4,127.00)</b>	<b>(4,127.00)</b>	<b>(4,127.00)</b>
<b>Net Revenue</b>	<b>\$ 48,811.83</b>	<b>\$ 4,796.11</b>	<b>\$ (21,149.28)</b>
Covid Related Grants	(15,000.00)	(16,000.00)	(11,898.00)
	<b>\$ 33,811.83</b>	<b>\$ (11,203.89)</b>	<b>\$ (33,047.28)</b>

\\s



Jan - Dec 2019 (PY)

\$	560.00
	3,805.30
	450.00
	3,068.25
	12,075.63
	1,214.00
	28,915.00
	<b>123,721.25</b>
	<b>173,809.43</b>
	<b>173,809.43</b>
	7,991.05
	3,248.18
	70,075.00
	4,536.74
	1,911.00
	1,636.24
	1,901.71
	650.00
	345.00
	3,692.07
	10,136.88
	12,550.00
	<b>22,686.88</b>
	45,000.00
	3,674.96
	5,383.00
	125.99
	6,596.52
	<b>179,454.34</b>
	<b>(5,644.91)</b>
	4,293.00
	<b>4,293.00</b>
	<b>(4,293.00)</b>
\$	<b>(9,937.91)</b>
\$	<b>(9,937.91)</b>

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the Lease Date by and between ST. PETERSBURG WAREHOUSE ARTS DISTRICT, INC., a Florida not for profit corporation ("Landlord") and ACADEMY OF BALLET ARTS, INC., a Florida 501c3 not for profit corporation ("Tenant").

1. Fundamental Lease Provisions. The following is a summary schedule of certain fundamental terms of this Lease:

1.1 Lease Date: February \_\_\_, 2023

1.2 Landlord: St. Petersburg Warehouse Arts District, Inc., a Florida not for profit corporation

1.3 Address of Landlord: 525 22nd Street South, St. Petersburg, FL 33712

1.4 Tenant: Academy of Ballet Arts, Inc., a Florida 501c3 not for profit corporation

1.5 Address of Tenant: 515 22nd Street South, St. Petersburg, FL 33712

1.6 Address of Premises: A portion of 515 22nd Street South, St. Petersburg, FL 33712

1.7 Initial Term: Five (5) years with three (3) five (5) year options to renew.

1.8 Effective/Commencement Date: April 1, 2023

1.9 Lease Expiration Date: March 31, 2028

1.10 Minimum Monthly Rent: Initial Term: Pre-Phase 1 One Thousand Three Hundred Thirty Five Dollars (\$1,335.00) for the use of the current 800 square foot dance floor; Phase 1 Two Thousand Six Hundred Sixty-Five Dollars (\$2,665.00) once the existing classrooms are combined; and Phase 2 Four Thousand Dollars (\$4,000.00) after completing expansion of the existing dance floor. 1<sup>st</sup> Option Term Four Thousand Six Hundred Dollars (\$4,600.00) per month; 2<sup>nd</sup> Option Term Five Thousand Two Hundred Ninety Dollars (\$5,290.00) per month and 3<sup>rd</sup> Option Term Six Thousand Eighty Three and 50/100s Dollars (\$6,083.50). Notwithstanding the foregoing, rent will increase to Four Thousand Dollars (\$4,000.00) per month on July 1, 2024, even if construction is not completed.

1.11 Premises. The real property described on Exhibit A attached hereto and incorporated herein, and all improvements belonging to Landlord now or in the future located there on and all rights and privileges appurtenant to the real property (the "Premises").

1.12 Security Deposit. Eight Thousand Dollars (\$8,000.00).

2. Lease; Fundamental Lease Provisions. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions contained herein. The Fundamental Lease Provisions set forth in Section 1 of this Lease are an integral part of this Lease and each of the Fundamental Lease Provisions shall be deemed a definition of an essential term of this Lease, and whenever any such term shall appear in this Lease, it shall be deemed to have the meaning set forth in Section 1 except as otherwise explicitly set forth in this Lease.

3. Term.

3.1 Effective/Commencement and Expiration Dates of Term. The Term of this Lease shall commence on the Effective/Commencement Date defined in Section 1.8 above. The Term shall expire, unless sooner terminated in accordance with the provisions contained in the Lease, at 12:00 midnight on the Lease Expiration Date. For purposes of this Lease, the word "Term" shall mean the Initial Term and any Option Period (as defined in Section 3.2 below).

3.2 Option Period. Landlord hereby grants to Tenant an option to extend and renew this Lease for three (3) five (5) year periods (an "Option Period") upon the terms and conditions set forth in this Lease. Tenant's renewal option shall be exercised by Tenant upon written notice to Landlord at least ninety (90) days prior to the expiration of the Initial Term of this Lease.

4. Security Deposit. During the first year of the Initial Term, Tenant will deposit with Landlord the sum of Eight Thousand Dollars (\$8,000.00), as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, which sum shall be held without interest. The Landlord may use, apply or retain the whole or any part of the security to the extent required for the payment of any rent or other sum or debt as to which the Tenant is in default or for any sum for which the Landlord may expend or incur by reason of the Tenant's default in any of the terms of the Lease, including, but not limited to, any damage or deficiency in the reletting of the Premises, whether such damage occurred prior to or after reentry by Landlord. In the event the Tenant has fully and faithfully carried out all said terms, covenants and conditions required to be performed, Landlord shall return such sum to Tenant upon the expiration of the term herein. In the event the Premises are sold, the Landlord shall have the right to transfer the security to the purchaser and the Landlord shall thereupon be released from all liability for the return of such security. The Tenant shall thereafter look solely to the purchaser for the return of the security.

5. Tenant Payments.

5.1 Minimum Rent. Tenant shall pay Landlord as rent for the Premises a sum equal to the Minimum Monthly Rent set forth in Section 1.10 plus applicable sales tax on or before the first (1<sup>st</sup>) day of each and every month during the Term of this Lease. Rent will be considered late after the tenth (10<sup>th</sup>) of the month. No sales tax will be due if Tenant can provide a certificate of exemption from the state of Florida for sales tax. If any installment of Rent (defined in subsection 5.3 below) due from Tenant shall not be received by Landlord within ten (10) days following the date that such amount is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. All payments shall be made electronically by ACH transfer or other similar means.

5.2 Utilities. Tenant shall promptly pay for all utilities and other services including, but not limited to, telephone, water, sewage service charges, internet, cable, garbage or trash removal, fuels, including natural gas, and electricity, for any heating in the Premises furnished to and or used in or at the Premises for any purpose, from and after the date Tenant shall have possessed the Premises, whether prior to, during or after the Term hereof. The water is not separately metered and therefor the Tenant shall pay a water fee of Fifty Dollars (\$50.00) per month in addition to the rent. This amount is subject to adjustment of rates increase. Landlord shall not be liable for any interruption or curtailment whatsoever in the furnishing of utility services or other services to the Premises, unless caused by Landlord.

5.3 Pro Rata Rent. Rent for any period during the Term of this Lease which is for less than one month shall be a pro rata portion of the monthly installment. Except as expressly set forth herein, Rent shall be payable, without deduction or offset, in lawful money of the United States to Landlord, on the first of each month.

6. Use of the Premises.

6.1 Purpose. The Premises may be used for the purpose of the operation of a dance classroom/studio. Tenant shall promptly comply with all present and future laws, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments in its occupancy and use of the Premises.

6.2 Rubbish Removal. Tenant at its own expense shall keep the Premises clean, both inside and outside, and shall remove all rubbish, garbage and other refuse from the Premises.

6.3 Parking. Tenant shall have non-exclusive use of any spaces in the common parking area (which may change from time to time). Landlord shall maintain the parking lot. Upon any special events days, Landlord will work with Tenant to provide a method of pick-up and drop off for students attending Tenant's classes.

6.4 Signage. Any and all signage must be approved by Landlord. Tenant shall not remove existing signage and Landlord reserves the right to change the existing signage or add to the existing signage.

7. Insurance and Indemnification. During the Term of this Lease, Tenant shall obtain and keep in full force and effect, the following insurance.

7.1 Property Insurance.

a. During the Term of this Lease, Tenant shall, at its own cost and expense keep the Tenant's property (the "Tenant's Property") (which shall include the Tenant's merchandise, art, trade fixtures, lighting, furnishings, equipment and other personal property) insured against loss by fire and all of the risks and perils usually covered by an extended coverage endorsement to a policy of fire insurance, including, but not limited to, vandalism, malicious mischief, and wind damage, in an amount equal to the full replacement value thereof.

b. Landlord shall keep the Premises and other improvements insured against loss by fire and all of the risks and perils usually covered by an extended coverage endorsement to a policy of fire insurance, including, but not limited to, flood, vandalism, malicious mischief, and wind damage.

7.2 Liability Insurance/Personal Property Insurance. During the Term of this Lease, Tenant shall, at its own cost and expense, carry comprehensive public liability insurance in the name of Tenant with Landlord as an additional insured covering the Premises and the use and occupancy thereof in such amount or amounts as may be reasonably required but in no event less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Tenant shall also keep in force at its own cost and expense as set forth herein, fire, extended coverage, sprinkler and water damage insurance on Tenants property and other contents of the Premises, including, but not limited to betterments and improvements made by Tenant, Tenant's inventory, trade fixtures, furnishings

and other personal property whether or not removable by Tenant, in an amount sufficient to cover the full replacement cost of such property. After every five (5) years of the Term of this lease, the amount of liability coverage shall increase by the same increase in the Consumer Price Index over the prior five (5) years for All Cities.

7.3 Workers Compensation. Tenant shall keep in force workmen's compensation or similar insurance for statutory limits as required by the State in with the Property is located or in which the employees are hired.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Business Interruption. Tenant shall maintain business interruption insurance and landlord rental insurance in such amount as will protect against loss attributable to the perils insured against in this Section 7.

7.6 General Requirements. Tenant shall deliver the certificates for the insurance required by this Section 7 to Landlord at the Commencement Date, and thereafter thirty (30) days prior to the expiration of any existing policy of insurance. Should Tenant fail to obtain or maintain in effect the insurance called for herein, or to pay the premiums therefor, Tenant shall indemnify and hold Landlord harmless from all loss or damage incurred by Landlord arising out of such failure and Landlord, may, at its election and in addition to any other remedy available to Landlord, procure said insurance and pay the requisite premiums therefor, in which event, Tenant shall pay the Landlord on demand as additional rent all sums so expended by Landlord.

7.7 Plate Glass. Tenant shall replace, at its sole cost and expense, any and all plate and other glass in or about the Premises damaged or broken from any cause whatsoever.

7.8 Indemnification of Landlord. Tenant agrees to indemnify and defend Landlord and to save harmless Landlord, and the tenants, licensees, invitees, agents, servants and employees of Landlord against and from any and all claims by or on behalf of any person, firm or corporation arising by reason or injury to person or property occurring on the Premises occasioned by any act or omission on the part of Tenant or any servant, agent, employee, licensee, assignee or subtenant of Tenant, or by reason of any unlawful use of the Premises or any reason of any breach, violation or nonperformance of any covenant in this Lease on the part of Tenant to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Tenant or anyone holding or claiming to hold through or under Tenant.

## 8. No Liens.

8.1 Any work on the Premises performed by Tenant hereunder shall be performed subject and pursuant to the provisions of this Lease and shall be at Tenant's sole risk and expense. The Tenant

shall keep all of the Premises and every part thereof free and clear of any and all materialmen, contractor, and mechanic and other liens arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with the operation of the Tenant or any alteration, improvement or repairs or additions Tenant may make on or about the Premises. Upon completion thereof and upon Landlord's written request, Tenant shall furnish Landlord with waivers and affidavits confirming that all contractors, subcontractors, laborers and materialmen who have performed work on the Premises have been paid in full. All Tenant's work shall be at Tenant's sole risk and expense and Tenant shall promptly pay all laborers, contractors and materialmen performing such work and furnishing materials for Tenant. The Tenant shall keep all of the Premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanic, materialmen and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any operation of the Tenant, any alteration, improvement, repairs or additions which the Tenant may make or permit or cause to be made or any work or construction by, for or permitted by Tenant on or about the Premises. In the event any mechanic's or material or other liens are filed against the Premises or any part thereof as a result of Tenant's work, Tenant shall cause such liens to be discharged by payment, bond or otherwise within thirty (30) days from the date Tenant receives notice of such liens, and in the event Tenant fails to, the Landlord may, at his option, obtain the discharge thereof and the Tenant agrees to indemnify and hold harmless Landlord from and against any and all costs or expenses in connection therewith and reimburse Landlord for such costs and expenses on demand.

8.2 Any notice of commencement shall specifically provide that the interest of Landlord in the Premises shall not be subject to liens for improvements by Tenant.

9. Alterations and Repairs.

9.1 Tenant may not make alterations, additions or improvements to the Premises including the exterior, the building structure, or the storefront thereof costing in excess of Twenty Five Thousand Dollars (\$25,000.00) without the prior written consent of the Landlord. Tenant shall be responsible for the extension of the existing dance floor and the combination of the two existing classrooms. Such alterations and improvements should be completed by July 1, 2024. Any and all permanently installed dance floors shall be the Landlord's property upon termination of the Lease provided, however, any floating dance floors may be removed by Tenant upon termination of the lease, unless such termination is due to Tenant's default. Regardless, rent in the amount of Four Thousand Dollars (\$4,000.00) per month will be paid beginning July 1, 2024. Landlord acknowledges and consents to these substantial alterations at the start of the Lease term provided Landlord receives a list of the alterations and approves such alterations in writing. All alterations, additions and improvements (excluding Tenant's Property) made by, for or at the direction of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease or at such time as Landlord shall re-enter and take possession of the Premises without terminating this Lease. Landlord shall have no obligation to make any alterations, improvements, or replacements to the Premises. All alterations and improvements by the Tenant must be constructed by Huffinan General Contractors, unless otherwise approved by Landlord.

9.2 Tenant's Property shall remain the property of Tenant. Upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date. Tenant shall, at its sole cost and expense, repair any damage to the Premises or the improvements caused by such removal, including patching and filling holes. In no event

shall Tenant remove or be required to remove any restrooms, flooring, ceilings, or utility or electrical components located inside the walls or HVAC systems. All other utility systems will be capped and returned to a condition compatible with code requirements at Tenant's sole cost and expense.

9.3 Any of Tenant's Property not removed from the Premises by the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property.

9.4 Except as set forth in subsections 9.5 and 9.6, Tenant shall, at Tenant's own cost and expense, keep, maintain, repair and replace the Premises and appurtenances thereto, including plumbing, mechanical and exterior in good condition and repair, normal wear and tear excepted. Tenant shall be liable for any damages due or attributable to Tenant's failure to perform or cause such maintenance or repairs to be performed. All damage or injury to the Premises, caused by any act or negligence of Tenant, its agents, employees, licensees, invitees or visitors, shall be promptly repaired by Tenant.

9.5 Landlord shall, at Landlord's own cost and expense, keep, maintain and repair the parking lot, roof and structural elements of the Premises.

9.6 The Tenant shall obtain and pay for yearly maintenance of the HVAC system. If any repairs are required costing in excess of Five Hundred Dollars (\$500.00), Landlord shall pay for the cost of such repairs to the extent it exceeds Five Hundred Dollars (\$500.00).

9.7 Any and all changes to the exterior of the Premises (including color, awnings or murals) are subject to Landlord's approval. Landlord reserves the right to change the color and/or put a mural on the back and sides of the Premises.

10. Assignment and Subletting. Tenant may not assign this Lease, or sublet or permit any other person to occupy, part or all of the Premises. Notwithstanding the foregoing, with the prior reasonable consent of Landlord, Tenant may permit the space to be used for shows and other events.

11. Subordination.

11.1 This Lease and all rights of the Tenant hereunder are and shall be subject and subordinate to any mortgage or deed of trust constituting a lien on the Premises or any part thereof, whether such mortgage or deed of trust has heretofore been or may hereafter be placed upon the Premises to secure an indebtedness to any financial institution, whether it be a savings bank, bank trust company or any other lender, public or private, and any renewal, modification, consolidation, replacement or extension of any such mortgage or deed of trust.

11.2 This subordination shall be self-operative and no further instruments of subordination shall be required.

11.3 Notwithstanding the provisions of subsection 11.1, Tenant shall, from time to time, at the request of the Landlord, execute such subordination agreements or other documents requested or required by any lender having an interest in the Premises in order to evidence the provisions of this subparagraph.

12. Taxes.

12.1 Landlord shall pay all real estate property taxes assessed against the Premises. Tenant shall pay during the Term of the Lease all personal property taxes levied or assessed against the Tenant's personal property located at the Premises for any period, all of which is included in the Term of this Lease, and also its pro rata share of all such taxes levied or assessed thereon for any period, part of which is included in the Term of this Lease. Tenant shall also pay any sales tax or similar type of tax imposed on rents. This Section shall not be deemed or construed to require Tenant to pay or discharge any tax which may be levied by any governmental authority upon the income, profits, or business of Landlord, including Rent due Landlord hereunder, or any personal property taxes, franchise, inheritance or estate bases, or taxes upon inheritance or right of succession which may be levied against any estate or interest of Landlord, even if such taxes become a lien against the Premises.

13. Damage or Destruction. In the event the building is damaged by fire or other casualty during the Initial Term which renders the Premises untenable, then either Landlord or Tenant shall have the option to terminate this Lease upon written notice to the other party within thirty-five (35) days of such damage, and said termination shall be effective as of the date of damage. Landlord shall be entitled to the proceeds of the building insurance.

14. Condemnation.

14.1 The term "total taking" means the taking of or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority of all or a portion of the Premises that is necessary for Tenant's occupancy and gainful operation of the Premises in compliance with applicable laws, rules, ordinances and regulations. The term "partial taking" means the taking of only a portion of the Premises which does not constitute a total taking whereby Tenant can continue to gainfully operate the its business on the Premises in compliance with applicable laws, rules, ordinances and regulations.

14.2 If a total taking occurs during the Term of this Lease, this Lease will terminate as of the date of the taking. The phrase "date of the taking" means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession.

14.3 All compensation and damages awarded for a total or partial taking of the Premises, will belong to Landlord; however, Tenant may make its own claim for any separate award that may be made by the condemnor for Tenant's moving expenses, loss of business or for the taking of or injury to Tenant's improvements, or on account of any cost or loss Tenant may sustain in the removal of Tenant's trade fixtures, equipment, and furnishing, or as a result of any alterations, modifications, or repairs which may be reasonably required by Tenant in order to place the remaining portion of the Premises not so condemned in a suitable condition for the continuance of Tenant's occupancy, provided that no such award shall reduce the award to Landlord.

14.4 If this Lease is terminated pursuant to the provisions of this Section 14, then all rentals and other charges payable by Tenant to Landlord under this Lease will be paid up to the day of the taking, and any rentals and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Tenant by Landlord. Landlord and Tenant will then be released from all further liability under this Lease.



15. Event of Default.

15.1 Tenant Default. Each of the following events shall constitute an Event of Default:

15.1.1 If Tenant shall fail to pay any Rent or any other charge or sum to be paid by Tenant to Landlord when due in accordance with the terms of this Lease; or

15.1.2 If Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and such default shall continue for a period of thirty (30) days after notice to Tenant of such default; provided however, if more than thirty (30) days is reasonably required to correct the breach, then no Event of Default shall occur so long as Tenant has commenced to promptly correct such breach and prosecute the same to completion with reasonable diligence; or

15.1.3 If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall file any debtor proceeding or a petition for an arrangement or for corporate reorganization or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent or if any trustee or receiver for Tenant or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof or if Tenants interest hereunder shall pass to another by operation of law in any other manner.

16. Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord may do or perform any one or more of the following, in addition to and not in limitation of any other remedy or right permitted it by law or by this Lease, if any Event of Default described in paragraph 15 is not cured within the time(s) described in paragraph 15:

16.1 If Tenant shall default in the performance of any of its obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency and in any other case, only if such default continues after the expiration of thirty (30) days from the date Landlord gives Tenant notice of the default. Any expenses incurred by Landlord in connection with any such performance and all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees, including appellate, bankruptcy and post judgment proceedings involved in collecting or endeavoring to collect the rent or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, shall be due and payable upon Landlord's submission of an invoice therefor. All sums advanced by Landlord on account of Tenant under this subsection 16.1 or pursuant to any other provisions of this Lease shall bear interest at the rate of eighteen percent (18%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Landlord's submission of an invoice therefor.

16.2 Declare the present value of the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of said

term. Such present value shall be determined utilizing generally accepted standard present value tables available at the time of Landlord's election. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this subsection 16.2, then such shall be Landlord's sole remedy for such default.

16.3 Collect as damages from the Tenant sums equal to the rent which would have been payable by Tenant had this Lease not been so terminated or had Landlord not so re-entered the Premises, payable upon the due dates therefor specified herein following such termination or such reentry and until the date contemplated as the expiration date if this Lease had not so terminated or if Landlord had not so re-entered the Premises.

16.4 Evict the Tenant from the Premises in an action for possession under Florida law and pursue its other remedies provided for herein.

16.5 Relet the Premises or any part thereof and Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents the expenses incurred or paid by Landlord in terminating this Lease and re-entering the Premises and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for new tenants, brokers' commission, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. It is hereby understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sum payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant hereto to a credit in respect of any net rents from a reletting, except to the extent that such rents are actually received by Landlord.

16.6 In case of an Event of Default constituting non-payment of rent, Landlord may, along with the other remedies described herein, continue to accrue rental and late charge under subsection 5.1, above, along with other amounts due from Tenant, and same shall in no way constitute a waiver of Landlord's rights hereunder, nor the granting of any additional "grace period" for Tenant's payment of rental hereunder and Landlord may, at any time, sue Tenant for all amounts due hereunder, without affecting Landlord's other remedies described herein.

17. Right of Entry. At reasonable times and in such a manner as shall not interfere with Tenant's business, Landlord shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths of time as are reasonable to make emergency repairs to the Premises. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease and no such entry shall of itself render Landlord liable for any loss of or damage to the property of Tenant.

18. Surrender of Premises.

18.1 At the end of the Term of this Lease or upon any earlier termination of this Lease or Tenant's right to possess the Premises, Tenant shall vacate and surrender possession of the Premises to Landlord broom clean and in as good order and condition as the Premises were at the time Landlord shall have delivered possession thereof to Tenant, ordinary wear and tear, damage by fire or other casualty not caused by Tenant, its servants, agents or employees and (subject to the provisions of this Lease) alterations, additions and improvements to the Premises excepted. Tenant shall have no right (except as it

may be obligated to do so pursuant to this Lease) to remove any betterments and improvements whether made by Tenant or Landlord, including but not limited to, floor and wall coverings, lighting, cooling and ventilating, plumbing and other such fixtures, partitions, alterations, improvements, systems and all such similar apparatus and equipment. Tenant shall, however, have the right to remove Tenant's Property, provided that Tenant promptly repair any damage to the Premises caused by such removal.

18.2 Tenant shall comply with all environmental laws affecting the Premises during the Term of the Lease, and the termination of this Lease shall not terminate Tenant's obligations to Landlord for acts or omissions of Tenant as to environmental laws in effect during the Lease Term. Provided however, Tenant's liability to Landlord shall be limited to damages proven to have arisen because of an act or omission of Tenant during the Lease Term and only for contamination of the Premises caused by Tenant.

19. Notices. Any notice or demand or statement which by any provision of this Agreement is required or allowed to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes when made by personal delivery, or sent via a recognized overnight delivery service, postage prepaid to the addresses provided below or such other address as Landlord or Tenant may designate in writing.

If to Tenant:

Academy of Ballet Arts, Inc.  
ATTN: Suzanne Pomerantzeff  
515 22<sup>nd</sup> Street South  
St. Petersburg, FL 3372  
Phone: 727-327-4401

If to Landlord:

St. Petersburg Warehouse Arts District, Inc.  
ATTN: Mark Aeling, President  
525 22<sup>nd</sup> Street South  
St. Petersburg, FL 33712  
Phone: 727.826.7211

20. Memorandum of Lease. Contemporaneously with the execution of this Lease, or at any time or from time to time hereafter, at the request of the Landlord, the parties will execute and deliver a Memorandum of Lease in recordable form. The Memorandum of Lease shall not contain rental amounts.

21. Holdover. Should Tenant, with or without Landlord's written consent, hold over after the termination of this Lease, Tenant shall become a tenant at will and shall be bound by each and all of the terms herein provided as may be applicable to such tenancy at will. Any such holding over shall not constitute an extension of this Lease by law or otherwise. During such holding over, Tenant shall pay rent (including minimum rental, maintenance costs and expenses, tax impositions, insurance costs, and other charges hereunder), at the rate equal to one hundred fifty percent (150%) of the rate or rates then applicable under the provisions of this Lease.

22. Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent or continuing breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the Premises shall be valid unless in writing and signed by Landlord.

23. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns, when permitted hereunder.

24. Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant the obligations herein imposed upon Tenant shall be joint and several.

25. Landlord and Tenant Relationship. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto.

26. Radon Gas. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given pursuant to 404.056(8) Florida Statutes.

27. Written Consent. Whenever the consent of either Landlord or Tenant is referred to in this Lease, it is understood and agreed that such consent shall not be unreasonably withheld or delayed by Landlord or Tenant, unless otherwise provided.

28. Entire Agreement and No Offer. This Lease constitutes the entire agreement intent and understanding between the parties hereto with respect to the Premises, and no prior or contemporaneous agreement or understanding with regard to the Premises shall be effective for any purpose unless reduced to writing herein. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest. The submission of this Lease for examination or consideration by Landlord shall not constitute an offer to lease by Tenant and this lease shall be effective only upon execution and delivery hereof by both Landlord and Tenant.

29. Jurisdiction. This Lease shall be construed in accordance with the laws of the State where the Premises are located.

30. Attorneys' Fees. The parties agree to pay all costs and attorneys' fees incurred by the parties in the enforcement of the terms of this Lease or the construction thereof, or for any actions for possession of the Premises or damages, or the collection of any part of the rental that may be collected by suit or by attorney, after the same is past due, including costs and attorneys' fees incurred in appellate proceedings. In connection with any litigation arising out of this Lease, the prevailing party shall be entitled to recover costs and attorneys' fees. Costs and attorneys' fees shall include any and all attorneys' fees incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, expert witness fees, the cost of investigation and proof of facts, and the costs of any sales, services, value added or similar tax imposed upon amounts relating to any services or costs described in this sentence.

31. Estoppel Certificate. Tenant and Landlord agree at any time and from time to time, upon not less than twenty (20) business days prior written request from the other party, to execute, acknowledge and deliver to the requesting party in writing, in form and content reasonably acceptable to both parties, an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the

dates to which Rent has been paid and certifying that it is not in default (or if a default is alleged, stating the nature of the alleged default), and further certifying such other matters as the requesting party shall require. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, lender, subtenant, assignee or any entity which is a party to a potential merger, consolidation with or to the acquisition of the Premises or stock of Landlord or Tenant. Such certificates shall not affect, prejudice or waive any rights or remedies of Tenant against Landlord or otherwise modify the terms of the Lease.

32. Qualification. Each party represents that it is authorized to do business in the state in which the Premises are located and will remain so during the Term hereof, and in all respects is duly authorized to enter into and perform this Lease.

33. Authority. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.


34. Time of Essence. Time is of the essence in this Lease.

35. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, wars, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire or other casualty or other reason (but excluding financial inability) of a like nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

36. Applicable Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Lease. The submission of this document for examination does not constitute an offer to lease and becomes effective only upon execution and delivery thereof by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed, or if a corporation, caused its duly authorized officers to execute this Agreement effective as of the Lease Date set forth above.

LANDLORD:  
ST. PETERSBURG WAREHOUSE ARTS  
DISTRICT, INC., a Florida not for profit  
corporation

By:   
Markus Gottschlich, as its Executive Director

(CORPORATE SEAL)

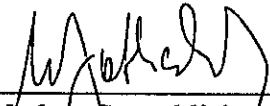
TENANT:  
ACADEMY OF BALLET ARTS, INC., a Florida  
not for profit corporation

By:   
Suzanne Pomerantzeff, as its President

(CORPORATE SEAL)

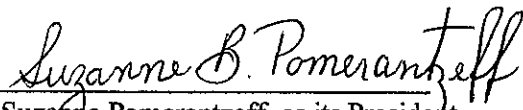
IN WITNESS WHEREOF, the parties have executed, or if a corporation, caused its duly authorized officers to execute this Agreement effective as of the Lease Date set forth above.

LANDLORD:  
ST. PETERSBURG WAREHOUSE ARTS  
DISTRICT, INC., a Florida not for profit  
corporation

By:   
Markus Gottschlich, as its Executive Director

(CORPORATE SEAL)

TENANT:  
ACADEMY OF BALLET ARTS, INC., a Florida  
not for profit corporation

By:   
Suzanne Pomerantzeff, as its President

(CORPORATE SEAL)



CUSTOMER CONTACT: SUZANNE POMERANTZEEFF  
 CONTACT E-MAIL: [MS.P@acedemyofballetarts.org](mailto:MS.P@acedemyofballetarts.org)  
 TELEPHONE: 727.510.5262  
 FAX NUMBER:  
 TIME:  
 ADDEN:  
 ESTIMATE FINAL RUN:

JOB SITE: 515 22nd street south  
 JOB #: BALLET ACADEMY  
 PROJECT: DANCE STUDIO EXP  
 ADDRESS:  
 DATE: 09.22.23

SQUARE FEET: 1,400

Clear Estimate

Run Estimate

\*\*\*\* INFORMATION ONLY \*\*\*\*

JOB SITE: # LABOR MATERIAL SUB BUDGET  
 JOB #: BUDGET MEN RATE HOURS TOTAL QUANTITY COST / ITEM TOTAL MISC PRICE TOTAL SUB BIDS NAMES & NOTES

01 - General Requirements													
1	ARCHITECT									5,000.00		5,000.00	PERMIT PLANS
2	CONSTRUCTION CLEAN	2.00	21.00	8.00	336.00	1,400.00	0.29	406.00				742.00	FINAL CLEAN
3	DEBRIS REMOVAL	2.00	21.00	20.00	840.00	5.00	350.00	1,750.00				2,590.00	
4	CONTINGENCY											0.00	
5	ENGINEERING FEES											0.00	
6	BUILDERS RISK INS											0.00	
7	LIABILITY INS	1.00	300.00	10.00	3,000.00							3,000.00	
8	WORKERS COMP INS	1.00	300.00	10.00	3,000.00							3,000.00	
9	SUPERVISION	1.00	1,650.00	10.00	16,500.00							16,500.00	
10	PROJECT MGR	1.00	900.00	4.00	3,600.00							3,600.00	
11	ADMINISTRATION	1.00	75.00	12.00	900.00							900.00	
12	PERFORMANCE BOND											0.00	
13	MISC FEES											0.00	
14	PERMIT FEES											0.00	
15	TEMP POWER											0.00	
16	TEMP WATER											0.00	
17	TEMP CONSTRUCTION											0.00	
18	JOB TRAILER											0.00	
19	CONSTRUCTION SIGN											0.00	
20	TRAVEL MISC											0.00	
21	TRAVEL LODGING											0.00	
22	PER DIEM											0.00	
23	PRINTS/PHOTOS/MAIL									250.00		250.00	
24	EQUIPMENT RENTAL									1,800.00		1,800.00	
25	MATERIAL RECPT									400.00		400.00	
26	TELEPHONE									200.00		200.00	
27	PORTALET					5.00	120.00	600.00				600.00	
28												0.00	
29												0.00	
30												0.00	
<b>Subtotals - General Requirements</b>												28,176.00	
02 - Site Work													
31	DEMOLITION									3,800.00		3,800.00	
32	CLEARING/GRADING											0.00	
33	UNDERGROUND UTILITIES											0.00	
34	CURBING/CONCRETE											0.00	
35	ASPHALT											0.00	
36	SEAL/STRIPING/SIGNS											0.00	
37	LANDSCAPE											0.00	
38	IRRIGATION											0.00	
39	TERMITE TREAT									400.00		400.00	
40	CONCRETE PAVING											0.00	
<b>Subtotals - Site Work</b>												0.00	
03 - Concrete													
41	FORMWORK									650.00		650.00	
42	REINFORCEMENT STEEL									1,235.00		1,235.00	
43	FOUNDATION											0.00	
44	SLAB					1,332.00	12.53	16,689.96				16,689.96	
45	VAPOR BARRIER					1,332.00	1.05	1,398.60				1,398.60	
46	TESTING					1.00	200.00	200.00				200.00	



JOB SITE: \_\_\_\_\_ # \_\_\_\_\_  
 JOB #: BUDGET MEN RATE HOURS LABOR TOTAL QUANTITY COST / ITEM MATERIAL TOTAL MISC SUB PRICE BUDGET TOTAL SUB BIDS NAMES & NOTES

47	PUMPING											0.00		
48	TACTILE											0.00		
<b>Subtotals - Concrete</b>					0.00			18,288.56				20,173.56		
<b>04 - Masonry</b>														
49	CONCRETE BLOCK											0.00		
50	REINFORCEMENT STEEL											0.00		
51	CELL FILL											0.00		
52	TIE BEAM											0.00		
53	BRICK WORK											0.00		
54	STONE WORK											0.00		
55												0.00		
<b>Subtotals - Masonry</b>					0.00			0.00				0.00		
<b>05 - Metals</b>														
56	STRUCTURAL STEEL										1,375.00	1,375.00		WALL SUPPORT
57	WELDING											0.00		
58	METAL JOISTS											0.00		
59	METAL DECK											0.00		
60	BOLLARDS											0.00		
61	METAL RAILS/GATES											0.00		
<b>Subtotals - Metals</b>					0.00			0.00				1,375.00		
<b>06 - Carpentry</b>														
62	WOOD FRAMING	2.00	40.00	18.00	1,440.00						985.00	2,425.00		SUB FLOOR
63	ROUGH CARPENTRY											0.00		
64	DEADWOOD BLOCKING											0.00		
65	SHEATHING	2.00	40.00	20.00	1,600.00						3,200.00	4,800.00		SUB FLOOR
66	FINISH CARPENTRY											0.00		
67	MOULDINGS											0.00		
68	WOOD BASE											0.00		
69	SPECIAL BASE										835.00	835.00		FROM FLOOR MFG
70	CASEWORK/CABINETS											0.00		
71	PLASTIC LAMINATE											0.00		
72	SOLID SURFACE											0.00		
73												0.00		
74	FIXTURING											0.00		
75	SHELVING											0.00		
76												0.00		
77												0.00		
78												0.00		
79												0.00		
80												0.00		
81												0.00		
<b>Subtotals - Carpentry</b>					3,040.00			0.00				8,060.00		
<b>07 - Thermal/Moisture</b>														
82	WATERPROOF/CAULK											0.00		
83	INSULATION											0.00		
84	BLOCK FOAM											0.00		
85	SPRAY FOAM											0.00		
86	ROOFING											0.00		
87	SHEET METAL											0.00		
<b>Subtotals - Thermal/Moisture</b>					0.00			0.00				0.00		
<b>08 - Doors &amp; Windows</b>														
88	HMTL/COMBO											0.00		
89	ALUMINUM DOORS											0.00		
90	WOOD DOORS	1.00	40.00	16.00	640.00	4.00	325.00	1,300.00				1,940.00		BATH/OFFICE/STOR
91	WOOD DOORS COMBO										9,300.00	9,300.00		GLASS WALL / DOOR
92	SPECIAL DOORS											0.00		
93	AUTO OPERATORS											0.00		
94												0.00		
95	OVHD DOORS PANEL											0.00		
96	OVHD DOORS COILING											0.00		
97												0.00		
98	SLIDING DOORS											0.00		
99												0.00		
100	STOREFRONT											0.00		
101												0.00		

JOB SITE:	#			LABOR			MATERIAL		SUB	BUDGET			
JOB #:	BUDGET	MEN	RATE	HOURS	TOTAL	QUANTITY	COST / ITEM	TOTAL	MISC	PRICE	TOTAL	SUB BIDS	NAMES & NOTES
102	DOOR HARDWARE	1.00	40.00	2.00	80.00					297.00	377.00		
103											0.00		
104	WINDOWS										0.00		
105	SPECIAL WINDOWS										0.00		
106											0.00		
107											0.00		
<b>Subtotals - Doors and Windows</b>					720.00			1,300.00			11,617.00		
<b>09 - Finishes</b>													
108	STUCCO									1,900.00	1,900.00		
109	EIFS										0.00		
110	DRYWALL METAL FRAME									6,100.00	6,100.00		
111											0.00		
112	ACOUSTIC CEILING										0.00		
113											0.00		
114	FLOORING									455.00	455.00		SEALED CONCRETE
115											0.00		
116	CARPETING										0.00		
117	TILE/MARBLE										0.00		
118	SPECIAL FLOORING										0.00		
119	VCT										0.00		
120	LUXURY VINYL TILE										0.00		
121	WOOD FLOORING	2.00	55.00	48.00	5,280.00	820.00	24.30	19,926.00			25,206.00		BIRCH SPRUNG FLOOR
122											0.00		
123	PAINTING										0.00		
124											0.00		
125	WALLCOVERING										0.00		
126	FRP										0.00		
127											0.00		
<b>Subtotals - Finishes</b>					5,280.00			19,926.00			33,661.00		
<b>10 - Specialties</b>													
128	TOILET ACCESSORIES									1,400.00	1,400.00		
129	FIRE EXT									180.00	180.00		
130	TOILET PARTITIONS										0.00		
131	ILLUMINATED SIGNAGE										0.00		
132	MISC SIGNAGE										0.00		
133											0.00		
<b>Subtotals - Specialties</b>					0.00			0.00			1,580.00		
<b>11 - Equipment</b>													
134											0.00		
135											0.00		
136											0.00		
137											0.00		
<b>Subtotals - Equipment</b>					0.00			0.00			0.00		
<b>12 - Furnishing</b>													
138											0.00		
<b>Subtotals - Furnishing</b>					0.00			0.00			0.00		
<b>13 - Special Construction</b>													
139	ABATEMENT										0.00		
140											0.00		
141											0.00		
142											0.00		
<b>Subtotals - Special Construction</b>					0.00			0.00			0.00		
<b>14 - Conveying Systems</b>													
143											0.00		
144	ELEVATOR										0.00		
<b>Subtotals - Conveying Systems</b>					0.00			0.00			0.00		
<b>15 - Mechanical</b>													
145	PLUMBING									15,400.00	15,400.00		2 TOILET ROOMS HC
146											0.00		
147	SPRINKLERS									3,200.00	3,200.00		
148											0.00		
149	HVAC									16,000.00	16,000.00		5.5 TONS SPIRAL DUCT
150	UNITS										0.00		INC
151	DUCTWORK										0.00		INC
152	HOOD WORK										0.00		

JOB SITE: \_\_\_\_\_ # \_\_\_\_\_  
 JOB #: BUDGET MEN RATE HOURS LABOR TOTAL QUANTITY COST / ITEM MATERIAL TOTAL MISC SUB PRICE BUDGET TOTAL SUB BIDS NAMES & NOTES

153	GAS PIPING										0.00		
154	FIRE ALARM									1,250.00	1,250.00		
<b>Subtotals - Mechanical</b>					0.00			0.00			35,850.00		
<b>16 - Electrical</b>													
155	SPECIAL ELECTRICAL										0.00		
156	SERVICE										0.00		
157	LIGHTING										0.00		
158											0.00		
159	GENERAL ELECTRICAL									14,970.00	14,970.00		
160											0.00		
<b>Subtotals - Electrical</b>					0.00			0.00			14,970.00		

<b>NOTES:</b>	<b>TOTALS</b>	37,216.00	42,270.56	170,068.56	BID SUBTOTAL
A				16,885.00	OH/P
B		OH/P 8%	13,605.48		
C		OH/P 9%	15,306.17	133.54	\$/SQ FT
D		OH/P 10%	17,006.86		
E		OH/P 11%	18,707.54		
F		OH/P 12%	20,408.23		
G		OH/P 13%	22,108.91		
H		OH/P 14%	23,809.60		
I		OH/P 15%	25,510.28		



9310 Ulmerton Rd, Bld 1 Suite 800 • Largo, FL 33771 • Phone: 727-238-8143

Academy of Ballet Arts  
Job Address:  
515 22nd St S  
St Petersburg, FL

**Print Date:** 9-28-2023

## Proposal for Academy of Ballet Arts

Items	Description	Qty/Unit	Unit Price	Price
<b>General Conditions</b>		1	\$46,000.00	\$46,000.00
	Buildertrend Flat Rate			
<b>Demolition &amp; Haul Away</b>		1	\$16,000.00	\$16,000.00
	Buildertrend Flat Rate			
<b>Concrete &amp; Masonry</b>		1	\$28,000.00	\$28,000.00
	Buildertrend Flat Rate			
<b>Structural Steel &amp; Metal</b>		1	\$9,000.00	\$9,000.00
	Buildertrend Flat Rate			
<b>Carpentry</b>		1	\$19,000.00	\$19,000.00
	Buildertrend Flat Rate			
<b>Insulation</b>		1	\$4,500.00	\$4,500.00
	Buildertrend Flat Rate			
<b>Doors &amp; Hardware</b>		1	\$18,000.00	\$18,000.00
	Buildertrend Flat Rate			
<b>Framing &amp; Drywall</b>		1	\$12,000.00	\$12,000.00
	Buildertrend Flat Rate			
<b>Paint</b>		1	\$5,300.00	\$5,300.00
	Buildertrend Flat Rate			
<b>Stucco</b>		1	\$4,500.00	\$4,500.00
	Buildertrend Flat Rate			
<b>Flooring</b>		1	\$34,000.00	\$34,000.00
	Buildertrend Flat Rate			
<b>2 ADA Bathrooms</b>		1	\$21,000.00	\$21,000.00
	Buildertrend Flat Rate			

Items	Description	Qty/Unit	Unit Price	Price
HVAC - 5 ton Unit Buildertrend Flat Rate		1	\$22,000.00	\$22,000.00
Electrical Buildertrend Flat Rate		1	\$24,500.00	\$24,500.00
Overhead & Profit 02.05 - Overhead/Business Costs		1	\$21,000.00	\$21,000.00

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**Total Price: \$284,800.00**

- \*\* No Permit fees included
- \*\* Price based on plans provided dated 5/8/23
- \*\* Completed plans and site exploration visit required for final pricing
- \*\*Current estimate is nonbinding

I confirm that my action here represents my electronic signature and is binding.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
<b>TOTAL</b>					

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_



ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

**Academy of Ballet Arts, Inc.**  
**Budget**  
January - December, 2023

	<u>Actuals as of 8/31/23</u>	<u>Budget 2023</u>	<u>Over/(Under)</u>
<b>Revenue</b>			
Contributions	\$ 43,335.35	\$ 6,000.00	\$ 37,335.35
Grant Proceeds	37,742.32	45,000.00	(7,257.68)
T-Shirt Revenue	485.00	500.00	(15.00)
Ticket Sales	4,125.00	40,000.00	(35,875.00)
Tuition	86,757.81	125,000.00	(38,242.19)
<b>Total Revenue</b>	<b>172,445.48</b>	<b>216,500.00</b>	<b>(44,054.52)</b>
<b>Gross Profit</b>	<b>172,445.48 -</b>	<b>216,500.00</b>	<b>(44,054.52)</b>
<b>Expenditures</b>			
Advertising & Marketing	11,259.70	16,890.00	(5,630.30)
Bank Charges & Fees	1,585.95	2,380.00	(794.05)
Contractors	48,886.00	85,000.00	(36,114.00)
Dancing Supplies/Costumes	3,597.27	5,400.00	(1,802.73)
Insurance	1,018.28	1,550.00	(531.72)
Interest Paid	313.38	475.00	(161.62)
Legal & Professional Services	705.00	2,350.00	(1,645.00)
Membership Dues	353.00	400.00	(47.00)
Office/General Supplies & Software	2,684.16	4,025.00	(1,340.84)
Rent & Lease	29,855.00	40,515.00	(10,660.00)
Repairs & Maintenance	3,116.32	4,675.00	(1,558.68)
Storage Rental	5,866.40	8,925.00	(3,058.60)
Taxes & Licenses	203.55	275.00	(71.45)
Utilities	8,121.01	11,050.00	(2,928.99)
<b>Total Expenditures</b>	<b>117,565.02 -</b>	<b>183,910.00</b>	<b>(66,344.98)</b>
<b>Net Operating Revenue</b>	<b>54,880.46 -</b>	<b>32,590.00</b>	<b>22,290.46</b>
<b>Net Revenue</b>	<b>\$ 54,880.46 \$</b>	<b>\$ 32,590.00</b>	<b>22,290.46</b>

*Academy of Ballet Arts inc*  
*515 22<sup>nd</sup> Street South*  
*St. Petersburg, Florida 33712*

**Board Members 2022-2023**

Title: President  
Pomerantzeff, Suzanne Bramblett  
1135 Park Street North  
St. Petersburg, FL 33710

Title: Treasurer, Secretary  
Kuusela, Michelle  
3721 Kingston Street North  
St. Petersburg, Florida 33713

Title: Trustee  
White, Tai  
14228 Dickens Street  
Sherman Oaks, CA 91423

Title: Trustee  
Roskos, Melinda  
1326 25<sup>th</sup> Street North  
St. Petersburg, Florida 33713

Title: Trustee  
Wilson, Marsha  
155 Davenport Avenue NE  
St. Petersburg, FL 33702

Title: Trustee  
Watson, Gerald  
4801 East 9th Avenue  
#307  
Denver, CO 80220

Title: Trustee  
Green, Jocelyn  
4801 East 9th Avenue  
#307  
Denver, CO 80220

Title: Trustee  
Williams, Jalen  
2837 Emerson Avenue South  
St. Petersburg, FL 33712



**Return of Organization Exempt From Income Tax**

**2022**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the **2022** calendar year, or tax year beginning **01/01/2022** and ending **12/31/2022**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization **ACADEMY OF BALLET ARTS INC**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**515 22nd Street South Suite C2**  
 City or town, state or province, country, and ZIP or foreign postal code  
**St Petersburg, FL 33712**

**D** Employer identification number  
**59-2926455**

**E** Telephone number  
**727-327-4401**

**F** Name and address of principal officer: **Michelle Kuusela**  
**515 22nd Street South, Suite C2, St Petersburg, FL 33712**

**G** Gross receipts \$ **219,747**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **www.academyofballetarts.org**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1969**

**M** State of legal domicile: **FL**

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>The mission of the Academy of Ballet Arts, Inc. is to develop the potential of each student to express his or her individual ideas and emotions through the beauty of movement. The</u> <u>(Continued on Schedule O, Statement 2)</u>		
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>8</b>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>8</b>
	<b>5</b>	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>27</b>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>
<b>b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	<b>0</b>	
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h)	Prior Year <b>30,679</b>	Current Year <b>55,788</b>
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<b>145,055</b>	<b>163,959</b>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>0</b>	<b>0</b>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>0</b>	<b>0</b>
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>175,734</b>	<b>219,747</b>
<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<b>0</b>	<b>0</b>
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<b>0</b>	<b>0</b>
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<b>60,474</b>	<b>83,277</b>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<b>0</b>	<b>0</b>
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25)	<b>0</b>	<b>0</b>
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<b>110,465</b>	<b>87,740</b>
<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<b>170,939</b>	<b>171,017</b>	
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<b>4,795</b>	<b>48,730</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b>	Total assets (Part X, line 16)	Beginning of Current Year <b>84,110</b>	End of Year <b>126,275</b>
	<b>21</b>	Total liabilities (Part X, line 26)	<b>7,853</b>	<b>1,288</b>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<b>76,257</b>	<b>124,987</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **Michelle Kuusela, Secretary** Date: \_\_\_\_\_  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: \_\_\_\_\_ Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check  if self-employed PTIN: \_\_\_\_\_  
 Firm's name: \_\_\_\_\_ Firm's EIN: \_\_\_\_\_  
 Firm's address: \_\_\_\_\_ Phone no.: \_\_\_\_\_

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

**1** Briefly describe the organization's mission:

The mission of the Academy of Ballet Arts, Inc. is to develop the potential of each student to express his or her individual ideas and emotions through the beauty of movement. The Academy values diversity, nurtures creativity and builds community. The Academy envisions developing a direct connection with the county's residents and visitors through arts education and public  
(Continued on Schedule O, Statement 3)

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

**3** Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

**4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: \_\_\_\_\_) (Expenses \$ 158,596 including grants of \$ \_\_\_\_\_) (Revenue \$ 163,959 )

The regular program consists of conducting 39 ballet classes weekly of various levels. The summer program adds three ballet intensives lasting from one to five weeks. Four annual performances plus a few extra local opportunities make up the remainder of the Academy of Ballet Arts, Inc.'s dance program.

**4b** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_ )

**4c** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_ )

**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ 0 including grants of \$ 0 ) (Revenue \$ 0 )

**4e** Total program service expenses 158,596

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A . . . . .</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI . . . . .</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**Part IV Checklist of Required Schedules** *(continued)*

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	<b>22</b>	✓
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	<b>23</b>	✓
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	<b>24a</b>	✓
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	<b>24b</b>	
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	<b>24c</b>	
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	<b>24d</b>	
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	<b>25a</b>	✓
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	<b>25b</b>	✓
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	<b>26</b>	✓
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	<b>27</b>	✓
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	<b>28a</b>	✓
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	<b>28b</b>	✓
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	<b>28c</b>	✓
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	<b>29</b>	✓
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	<b>30</b>	✓
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	<b>31</b>	✓
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	<b>32</b>	✓
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	<b>33</b>	✓
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	<b>34</b>	✓
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?	<b>35a</b>	✓
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	<b>35b</b>	
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	<b>36</b>	✓
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	<b>37</b>	✓
<b>38</b> Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O	<b>38</b>	✓

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	<b>1a</b>	13
<b>b</b> Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	<b>1b</b>	0
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	<b>1c</b>	✓

<b>Part V Statements Regarding Other IRS Filings and Tax Compliance</b> <i>(continued)</i>		Yes	No		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	<b>2a</b>	0		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	<b>2b</b>			
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>			✓
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>	<b>3b</b>			
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>			✓
<b>b</b>	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>			✓
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>			✓
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>			
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>			✓
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>			
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>			
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>			
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>			
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>			
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>			
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>			
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>			
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>			
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>			
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>				
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>			
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>			
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:				
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>			
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>			
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:				
<b>a</b>	Gross income from members or shareholders	<b>11a</b>			
<b>b</b>	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>			
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>			
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>			
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>			
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>			
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>			
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>			✓
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	<b>14b</b>			
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	<b>15</b>			✓
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>			✓
<b>17</b>	<b>Section 501(c)(21) organizations.</b> Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	<b>17</b>			

**Part VI Governance, Management, and Disclosure.** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
	<b>1a</b> <span style="float: right;">8</span>		
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
	<b>1b</b> <span style="float: right;">8</span>		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		✓
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		✓
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		✓
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		✓
<b>6</b>	Did the organization have members or stockholders? . . . . .		✓
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		✓
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		✓
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body? . . . . .	✓	
<b>b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	✓	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O . . . . .		✓

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? . . . . .		✓
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
<b>10b</b>			
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .	✓	
<b>b</b>	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .	✓	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	✓	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done . . . . .	✓	
<b>12c</b>			
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .		✓
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .		✓
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official . . . . .		✓
<b>b</b>	Other officers or key employees of the organization . . . . .		✓
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		✓
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		
<b>16b</b>			

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed None
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records.

**Michelle Kuusela, (727)327-4401**

**515 22nd Street South, Unit C2, St Petersburg, FL 33712**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
Michelle Kuusela Secretary/Treasurer	28.00	✓		✓				37,672	0	0
Suzanne B Pomerantzeff President	20.50	✓			✓			15,960	0	0
Marsha Wilson Trustee	4.75	✓						5,870	0	0
Jocelyn Green Trustee	0.25	✓						0	0	0
Gerald Watson Trustee	0.25	✓						0	0	0
Jalen Williams Trustee	0.25	✓						0	0	0
Tai White Trustee	0.25	✓						0	0	0
Melinda Roskos Trustee	0.25	✓						0	0	0

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Subtotal</b>							59,502	0	0	
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>							59,502	0	0	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	✓
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	✓
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	✓

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
None		

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants, and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b> 0				
	<b>b</b>	Membership dues . . . . .	<b>1b</b> 0				
	<b>c</b>	Fundraising events . . . . .	<b>1c</b> 0				
	<b>d</b>	Related organizations . . . . .	<b>1d</b> 0				
	<b>e</b>	Government grants (contributions)	<b>1e</b> 42,236				
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b> 13,552				
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b> \$ 0				
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .		55,788			
	<b>Program Service Revenue</b>			Business Code			
<b>2a</b>		Ballet Tuition . . . . .	611600	122,352	122,352	0	
<b>b</b>		Ballet Ticket Sales . . . . .	611600	41,607	41,607	0	
<b>c</b>		. . . . .					
<b>d</b>		. . . . .					
<b>e</b>		. . . . .					
<b>f</b>		All other program service revenue . .		0	0	0	
<b>g</b>	<b>Total.</b> Add lines 2a-2f . . . . .		163,959				
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .					
	<b>4</b>	Income from investment of tax-exempt bond proceeds					
	<b>5</b>	Royalties . . . . .					
	<b>6a</b>	Gross rents . . . . .	(i) Real				
			(ii) Personal				
	<b>b</b>	Less: rental expenses	<b>6b</b>				
	<b>c</b>	Rental income or (loss)	<b>6c</b>	0	0		
	<b>d</b>	Net rental income or (loss) . . . . .					
	<b>7a</b>	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	<b>b</b>	Less: cost or other basis and sales expenses . . . . .	<b>7b</b>				
	<b>c</b>	Gain or (loss) . . . . .	<b>7c</b>	0	0		
	<b>d</b>	Net gain or (loss) . . . . .					
	<b>8a</b>	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18 . . . . .	<b>8a</b>				
	<b>b</b>	Less: direct expenses . . . . .	<b>8b</b>				
<b>c</b>	Net income or (loss) from fundraising events . . . . .						
<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .	<b>9a</b>					
<b>b</b>	Less: direct expenses . . . . .	<b>9b</b>					
<b>c</b>	Net income or (loss) from gaming activities . . . . .						
<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .						
<b>b</b>	Less: cost of goods sold . . . . .	<b>10b</b>					
<b>c</b>	Net income or (loss) from sales of inventory . . . . .						
<b>Miscellaneous Revenue</b>			Business Code				
	<b>11a</b>	. . . . .					
	<b>b</b>	. . . . .					
	<b>c</b>	. . . . .					
	<b>d</b>	All other revenue . . . . .					
<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .		0				
<b>12</b>	<b>Total revenue.</b> See instructions . . . . .		219,747	163,959	0	0	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .	0	0		
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .	0	0		
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .	0	0		
<b>4</b> Benefits paid to or for members . . . . .	0	0		
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .	59,502	52,500	7,002	0
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0	0	0	0
<b>7</b> Other salaries and wages . . . . .	23,775	23,775	0	0
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	0	0	0	0
<b>9</b> Other employee benefits . . . . .	0	0	0	0
<b>10</b> Payroll taxes . . . . .	0	0	0	0
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .	0	0	0	0
<b>b</b> Legal . . . . .	0	0	0	0
<b>c</b> Accounting . . . . .	1,665	1,665	0	0
<b>d</b> Lobbying . . . . .	0	0	0	0
<b>e</b> Professional fundraising services. See Part IV, line 17 . . . . .	0			0
<b>f</b> Investment management fees . . . . .	0	0	0	0
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.) . . . . .	0	0	0	0
<b>12</b> Advertising and promotion . . . . .	8,175	8,175	0	0
<b>13</b> Office expenses . . . . .	5,419	0	5,419	0
<b>14</b> Information technology . . . . .	0	0	0	0
<b>15</b> Royalties . . . . .	0	0	0	0
<b>16</b> Occupancy . . . . .	62,971	62,971	0	0
<b>17</b> Travel . . . . .	0	0	0	0
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0	0	0	0
<b>19</b> Conferences, conventions, and meetings . . . . .	0	0	0	0
<b>20</b> Interest . . . . .	857	857	0	0
<b>21</b> Payments to affiliates . . . . .	0	0	0	0
<b>22</b> Depreciation, depletion, and amortization . . . . .	4,127	4,127	0	0
<b>23</b> Insurance . . . . .	1,496	1,496	0	0
<b>24</b> Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
<b>a</b> <u>Dancing Supplies/Costumes</u> . . . . .	3,030	3,030	0	0
<b>b</b> -----				
<b>c</b> -----				
<b>d</b> -----				
<b>e</b> All other expenses . . . . .	0	0	0	0
<b>25</b> <b>Total functional expenses.</b> Add lines 1 through 24e . . . . .	171,017	158,596	12,421	0
<b>26</b> <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	65,915	<b>1</b>	112,207
	<b>2</b> Savings and temporary cash investments . . . . .		<b>2</b>	0
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>	0
	<b>4</b> Accounts receivable, net . . . . .		<b>4</b>	0
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .		<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	0
	<b>9</b> Prepaid expenses and deferred charges . . . . .		<b>9</b>	0
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 84,591		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 70,523	18,195	<b>10c</b> 14,068
	<b>11</b> Investments—publicly traded securities . . . . .		<b>11</b>	
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .		<b>12</b>	
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .		<b>13</b>	
	<b>14</b> Intangible assets . . . . .		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 . . . . .		<b>15</b>	
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .		84,110	<b>16</b> 126,275	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .		<b>17</b>	0
	<b>18</b> Grants payable . . . . .		<b>18</b>	0
	<b>19</b> Deferred revenue . . . . .		<b>19</b>	0
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	0
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	0
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>22</b>	0
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .		<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	7,853	<b>24</b>	1,288
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 . . . . .		7,853	<b>26</b> 1,288
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .		<b>27</b>	
	<b>28</b> Net assets with donor restrictions . . . . .		<b>28</b>	
	<b>Organizations that do not follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .	76,257	<b>29</b>	124,987
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .	0	<b>30</b>	0
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .	0	<b>31</b>	0
	<b>32 Total net assets or fund balances</b> . . . . .	76,257	<b>32</b>	124,987
<b>33 Total liabilities and net assets/fund balances</b> . . . . .		84,110	<b>33</b> 126,275	



**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	<b>219,747</b>
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	<b>171,017</b>
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	<b>48,730</b>
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	<b>76,257</b>
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	<b>0</b>
<b>6</b>	Donated services and use of facilities	<b>6</b>	<b>0</b>
<b>7</b>	Investment expenses	<b>7</b>	<b>0</b>
<b>8</b>	Prior period adjustments	<b>8</b>	<b>0</b>
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	<b>0</b>
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	<b>124,987</b>

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<input checked="" type="checkbox"/>
<b>b</b> Were the organization's financial statements audited by an independent accountant? . . . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<input checked="" type="checkbox"/>
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? . . . If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? . . . . .		<input checked="" type="checkbox"/>
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits .		

**SCHEDULE A  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.  
Attach to Form 990 or Form 990-EZ.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Name of the organization <b>ACADEMY OF BALLET ARTS INC</b>	Employer identification number <b>59-2926455</b>
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**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vii)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10  An organization that normally receives (1) more than 33<sup>1</sup>/<sub>3</sub>% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33<sup>1</sup>/<sub>3</sub>% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>4 Total.</b> Add lines 1 through 3 . . . . .						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
<b>6 Public support.</b> Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>7</b> Amounts from line 4 . . . . .						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					<b>12</b>	
<b>13 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2022 (line 6, column (f), divided by line 11, column (f)) . . . . .	<b>14</b>	%
<b>15</b> Public support percentage from 2021 Schedule A, Part II, line 14 . . . . .	<b>15</b>	%
<b>16a 33 1/3% support test—2022.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>b 33 1/3% support test—2021.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>17a 10%-facts-and-circumstances test—2022.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here</b> . Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>b 10%-facts-and-circumstances test—2021.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here</b> . Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . .		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	11,975	12,076	27,948	28,657	55,788	136,444
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .	190,491	161,734	125,746	147,077	163,959	789,007
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .	202,466	173,810	153,694	175,734	219,747	925,451
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .	0	0	0			0
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .	0	0	0			0
<b>c</b> Add lines 7a and 7b . . . . .	0	0	0	0	0	0
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						925,451

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>9</b> Amounts from line 6 . . . . .	202,466	173,810	153,694	175,734	219,747	925,451
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .	100	0	0	0		100
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .	0	0	0	0		0
<b>c</b> Add lines 10a and 10b . . . . .	100	0	0	0	0	100
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on . . . . .	0	0	0	0		0
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .	920	0	0	0		920
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .	203,486	173,810	153,694	175,734	219,747	926,471
<b>14 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . . <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)) . . . . .	<b>15</b>	99.89 %
<b>16</b> Public support percentage from 2021 Schedule A, Part III, line 15 . . . . .	<b>16</b>	99.8 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for <b>2022</b> (line 10c, column (f), divided by line 13, column (f)) . . . . .	<b>17</b>	0.01 %
<b>18</b> Investment income percentage from <b>2021</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	0.1 %

**19a 33 1/3% support tests—2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**b 33 1/3% support tests—2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
3b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
3c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
4b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
4c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
5b	<b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
5c	<b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
9b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
9c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
10b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

		Yes	No
<b>11</b>	Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b>	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
<b>11a</b>			
<b>b</b>	A family member of a person described on line 11a above?		
<b>11b</b>			
<b>c</b>	A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in <b>Part VI</b> .		
<b>11c</b>			

**Section B. Type I Supporting Organizations**

		Yes	No
<b>1</b>	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>1</b>			
<b>2</b>	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
<b>2</b>			

**Section C. Type II Supporting Organizations**

		Yes	No
<b>1</b>	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
<b>1</b>			

**Section D. All Type III Supporting Organizations**

		Yes	No
<b>1</b>	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>1</b>			
<b>2</b>	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>2</b>			
<b>3</b>	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.		
<b>3</b>			

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b>	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b>	<input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
<b>b</b>	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
<b>c</b>	<input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a governmental entity (see instructions).		
<b>2</b>	Activities Test. <b>Answer lines 2a and 2b below.</b>		
<b>a</b>	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI identify those supported organizations and explain</b> how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
<b>2a</b>			
<b>b</b>	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
<b>2b</b>			
<b>3</b>	Parent of Supported Organizations. <b>Answer lines 3a and 3b below.</b>		
<b>a</b>	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in <b>Part VI</b> .		
<b>3a</b>			
<b>b</b>	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.		
<b>3b</b>			

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1**  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A—Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Net short-term capital gain	<b>1</b>	
<b>2</b>	Recoveries of prior-year distributions	<b>2</b>	
<b>3</b>	Other gross income (see instructions)	<b>3</b>	
<b>4</b>	Add lines 1 through 3.	<b>4</b>	
<b>5</b>	Depreciation and depletion	<b>5</b>	
<b>6</b>	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>	
<b>7</b>	Other expenses (see instructions)	<b>7</b>	
<b>8</b>	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>	
<b>Section B—Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
<b>a</b>	Average monthly value of securities	<b>1a</b>	
<b>b</b>	Average monthly cash balances	<b>1b</b>	
<b>c</b>	Fair market value of other non-exempt-use assets	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>	
<b>e</b>	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
<b>2</b>	Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d.	<b>3</b>	
<b>4</b>	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	<b>4</b>	
<b>5</b>	Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>	
<b>6</b>	Multiply line 5 by 0.035.	<b>6</b>	
<b>7</b>	Recoveries of prior-year distributions	<b>7</b>	
<b>8</b>	<b>Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>	
<b>Section C—Distributable Amount</b>			Current Year
<b>1</b>	Adjusted net income for prior year (from Section A, line 8, column A)	<b>1</b>	
<b>2</b>	Enter 0.85 of line 1.	<b>2</b>	
<b>3</b>	Minimum asset amount for prior year (from Section B, line 8, column A)	<b>3</b>	
<b>4</b>	Enter greater of line 2 or line 3.	<b>4</b>	
<b>5</b>	Income tax imposed in prior year	<b>5</b>	
<b>6</b>	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>	
<b>7</b>	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D—Distributions		Current Year
<b>1</b>	Amounts paid to supported organizations to accomplish exempt purposes	<b>1</b>
<b>2</b>	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	<b>2</b>
<b>3</b>	Administrative expenses paid to accomplish exempt purposes of supported organizations	<b>3</b>
<b>4</b>	Amounts paid to acquire exempt-use assets	<b>4</b>
<b>5</b>	Qualified set-aside amounts (prior IRS approval required—provide details in <b>Part VI</b> )	<b>5</b>
<b>6</b>	Other distributions (describe in <b>Part VI</b> ). See instructions.	<b>6</b>
<b>7</b>	<b>Total annual distributions.</b> Add lines 1 through 6.	<b>7</b>
<b>8</b>	Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	<b>8</b>
<b>9</b>	Distributable amount for 2022 from Section C, line 6	<b>9</b>
<b>10</b>	Line 8 amount divided by line 9 amount	<b>10</b>

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
<b>1</b> Distributable amount for 2022 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2022 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2022			
<b>a</b> From 2017 . . . . .			
<b>b</b> From 2018 . . . . .			
<b>c</b> From 2019 . . . . .			
<b>d</b> From 2020 . . . . .			
<b>e</b> From 2021 . . . . .			
<b>f</b> Total of lines 3a through 3e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2022 distributable amount			
<b>i</b> Carryover from 2017 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
<b>4</b> Distributions for 2022 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2022 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from line 4.			
<b>5</b> Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7</b> Excess distributions carryover to 2023. Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2018 . . .			
<b>b</b> Excess from 2019 . . .			
<b>c</b> Excess from 2020 . . .			
<b>d</b> Excess from 2021 . . .			
<b>e</b> Excess from 2022 . . .			



**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule A, Part III, Line 12 - Schedule A, Part III, Line 12 - In 2018 the sale of CD's totaled \$920.00.

Lined area for supplemental information.

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization: ACADEMY OF BALLET ARTS INC; Employer identification number: 59-2926455

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4 for values, 5-6 for Yes/No questions.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple rows for questions 1-9 regarding conservation easements, including a sub-table for 'Held at the End of the Tax Year'.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with rows 1a-2 for questions regarding art and historical treasures collections, including dollar amounts.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

**3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a**  Public exhibition
- b**  Scholarly research
- c**  Preservation for future generations
- d**  Loan or exchange program
- e**  Other .....

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  **Yes**  **No**

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  **Yes**  **No**

**b** If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
<b>1c</b> Beginning balance	
<b>1d</b> Additions during the year	
<b>1e</b> Distributions during the year	
<b>1f</b> Ending balance	

**2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  **Yes**  **No**

**b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance					
<b>b</b> Contributions					
<b>c</b> Net investment earnings, gains, and losses					
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs					
<b>f</b> Administrative expenses					
<b>g</b> End of year balance					

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment \_\_\_\_\_%
- b** Permanent endowment \_\_\_\_\_%
- c** Term endowment \_\_\_\_\_%

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i)** Unrelated organizations
- (ii)** Related organizations

	Yes	No
<b>3a(i)</b>		
<b>3a(ii)</b>		
<b>3b</b>		

**b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land	0	0		0
<b>b</b> Buildings	0	42,875	30,428	12,447
<b>c</b> Leasehold improvements	0	41,716	40,095	1,621
<b>d</b> Equipment	0	0	0	0
<b>e</b> Other	0	0	0	0
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				14,068

**Part VII Investments—Other Securities.**

Complete if the organization answered “Yes” on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .		
(2) Closely held equity interests . . . . .		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) . . . . .		

**Part VIII Investments—Program Related.**

Complete if the organization answered “Yes” on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) . . . . .		

**Part IX Other Assets.**

Complete if the organization answered “Yes” on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) . . . . .	

**Part X Other Liabilities.**

Complete if the organization answered “Yes” on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . .	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization’s financial statements that reports the organization’s liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-row labels (2a-2d, 4a-4b), and total labels (1, 2e, 3, 4c, 5).

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-row labels (2a-2d, 4a-4b), and total labels (1, 2e, 3, 4c, 5).

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Series of horizontal dashed lines for providing supplemental information.

**SCHEDULE O  
(Form 990)**

**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

**2022**

Attach to Form 990 or Form 990-EZ.

**Open to Public Inspection**

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Department of the Treasury  
Internal Revenue Service

Name of the organization

Employer identification number

**ACADEMY OF BALLET ARTS INC**

**59-2926455**

**Form 990, Part VI, Section B, Line 11b - Form 990, Part VI, Section B, Line 11b - THE 990 IS REVIEWED BY THE ORGANIZATION'S PRESIDENT WITH QUESTIONS OR CONCERNS, AT THE END OF THE WEEK THE SECRETARY/TREASURER SIGNS THE RETURN AND SENDS A COPY TO THE BOARD MEMBERS.**

**Form 990, Part VI, Section B, Line 12c - Form 990, Part VI, Section B, Line 12c - CONFLICT OF INTEREST POLICY IS SIGNED ANNUALLY BY THE BOARD MEMBERS.**

**Form 990, Part VI, Section C, Line 19 - Form 990, Part VI, Section C, Line 19 - THE GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY AND FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST.**

**Reasonable Cause Explanations**

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**Explanation**

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IRS Form 8868 was filed for a 6 month extension in May of 2023.

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**Activity Or Mission Description**

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**Description**

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Academy values diversity, nurtures creativity and builds community. The Academy envisions developing a direct connection with the county's residents and visitors through arts education and public performances. Through the Academy's professional curriculum and performances, young dancers will be prepared to pursue a career in the arts.



**Mission Description**

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**Description**

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performances. Through the Academy's professional curriculum and performances, young dancers will be prepared to pursue a career in the arts.

**Academy of Ballet Arts, Inc.**  
**Profit and Loss Statement**  
 January - August, 2023

		<u>Total</u>
<b>Revenue</b>		
Contributions	\$	43,335.35
Grant Proceeds		37,742.32
T-Shirt Revenue		485.00
Ticket Sales		4,125.00
Tuition		86,757.81
<b>Total Revenue</b>		<u><b>172,445.48</b></u>
<b>Gross Profit</b>		<u><b>172,445.48</b></u>
<b>Expenditures</b>		
Advertising & Marketing		11,259.70
Bank Charges & Fees		1,585.95
Contractors		48,886.00
Dancing Supplies/Costumes		3,597.27
Insurance		1,018.28
Interest Paid		313.38
Legal & Professional Services		705.00
Loss of Fixed Assets due to Move		14,403.38
Membership Dues		353.00
Office/General Supplies & Software		2,684.16
Rent & Lease		29,855.00
Repairs & Maintenance		3,116.32
Storage Rental		5,866.40
Taxes & Licenses		203.55
Utilities		8,121.01
<b>Total Expenditures</b>		<u><b>131,968.40</b></u>
<b>Net Operating Revenue</b>		<u><b>40,477.08</b></u>
<b>Other Expenditures</b>		
Depreciation		2,063.52
<b>Total Other Expenditures</b>		<u><b>2,063.52</b></u>
<b>Net Other Revenue</b>		<u><b>(2,063.52)</b></u>
<b>Net Revenue</b>	<b>\$</b>	<u><b>38,413.56</b></u>

# Academy of Ballet Arts, Inc.

## Balance Sheet

As of August 31, 2023

	<u>Total</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
Nutcracker Fund 4898	\$ 21,017.59
Operating Expenses 5565	61,044.69
PayPal	3,595.82
Spring Show 7790	11,822.37
Summer Intensive 6999	18,623.04
<b>Total Bank Accounts</b>	<u>116,103.51</u>
<b>Total Current Assets</b>	<u>116,103.51</u>
<b>Fixed Assets</b>	
<b>Fixed Assets</b>	
Leasehold Improvements	46,546.48
<b>Total Fixed Assets</b>	<u>46,546.48</u>
<b>Total Fixed Assets</b>	<u>46,546.48</u>
<b>Other Assets</b>	
Security Deposit	5,000.00
Utility Deposit	865.39
<b>Total Other Assets</b>	<u>5,865.39</u>
<b>TOTAL ASSETS</b>	<u>\$ 168,515.38</u>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Business Visa 9677	\$ 1,044.67
<b>Total Credit Cards</b>	<u>1,044.67</u>
<b>Other Current Liabilities</b>	
BB&T Business Adv Line 95998	3,987.28
<b>Total Other Current Liabilities</b>	<u>3,987.28</u>
<b>Total Current Liabilities</b>	<u>5,031.95</u>
<b>Total Liabilities</b>	<u>5,031.95</u>
<b>Equity</b>	
Accumulated Funds (Ret.Earnings)	57,092.82
<b>Equity</b>	66,977.05
<b>Without Donor Restrictions</b>	
Jana Davis Memorial Scholarship	1,000.00
<b>Total Without Donor Restrictions</b>	<u>1,000.00</u>
<b>Total Equity</b>	<u>67,977.05</u>
Net Revenue	38,413.56
<b>Total Equity</b>	<u>163,483.43</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>\$ 168,515.38</u>




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

<b>PRODUCER</b>  Brenda Whitman 5308 Gulfport Blvd So Suite A Gulfport FL 337074948	<b>CONTACT NAME:</b> Brenda Whitman <b>PHONE (A/C, No, Ext):</b> 727-345-1668 <b>E-MAIL ADDRESS:</b> brenda.whitman.b7jo@statefarm.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Florida Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 10739
<b>INSURED</b> ACADEMY OF BALLET ARTS INC 2914 1ST AVE N ST PETERSBURG FL 337138635			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:	N	N	98-K3-8661-7	01/11/2023	01/11/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Pinellas Community Foundation 17755 US Highway 19 N Clearwater FL 33764	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda Whitman</i> This form was system-generated on 09/25/2023
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## **Academy of Ballet Arts Adaptive Program**

Kaitlyn Harper's story is an example of the adaptive ballet program that has been a part of the Academy's curriculum since 1972. In the beginning, physically and mentally challenged students came to ABA one by one and were integrated into existing classes. In 1978-1983, ABA had a former dancer who was an ESE teacher, and she had a class for Varying Exceptionalities on Saturday mornings. She retired in 1984 and students were again integrated into current classes. In 2017, a parent came to me and suggested that I create an adaptive curriculum for students who needed their own classes. Another faculty member and I attended Boston Ballet's Adaptive Intensive to model our program on their highly successful program. In 2018, ABA received a special grant to support our Adaptive Ballet Program. ABA's core belief is that expressing your inner thoughts, your dreams, your passion with movement is a driving force that everyone should experience. The freedom to believe in yourself, move without judgement, create, and imagine where there is no right or wrong way is a priceless gift. Kaitlyn's story is the foundation of what dance can give us all. I know that I want to continue to expand the adaptive ballet program and adding another classroom space will provide the space necessary to accommodate every disability or challenge that a child or an adult might face.

### **Kaitlyn's Story**

Music speaks to each of us from a source deep within our hearts and moving to music is the first instinct that a newborn responds to with their bodies. What happens when there is a broken connection from the brain to the legs, the arms, the hands, the eyes, the ears or even the voice? Movement still happens in the mind's eye and that movement is called "dancing". Kaitlyn taught me that lesson. I met her when she was nine. Her family and her teacher from Tyronne Elementary School brought her to a performance that the Academy was presenting at an assisted living facility. She sat in her slanted wheelchair, breathing through her ventilator. She had a little whisper of a voice, expressive huge brown eyes, and a beautiful smile. Her attention was riveted on the dancers in front of her, but unlike most children she wasn't moving in time to the music. After the show, she whispered to me that she loved the music, and she loved dancing...and so began a beautiful journey of discovery for me as a ballet teacher and Kaitlyn as a ballet student.

Kaitlyn was born a very healthy, inquisitive baby, but at the age of six a horrible disease attacked her body and slowly her muscles became stiff and useless. She could no longer breathe on her own, received food through a feeding tube. At nine she could only whisper, move her eyes and one finger which she used to move her electric wheelchair. Inside of her was an intelligent, funny, full of dreams nine-year-old, who wanted what other little girls wanted...to run, to sing, to dance, to be.

Kaitlyn was in the ESE program at her school because her physical and communication skills needed extra help. Intellectually she was gifted, but the schools had no way of integrating her into regular classes. That summer, Kaitlyn began dance classes at the Academy in the Summer Intensive. Her schoolteacher's children were students of mine and Kaitlyn joined their class.

ABA's Summer Intensive's have a cultural or ethnic theme. That summer, the theme was First American Culture, and the arts and crafts, choreography and history lessons were integrated with the Legend of the Blue Bonnet. The students in the Intensive learned to read Kaitlyn's lips because she was losing her voice. They helped her paint the sets with a paintbrush held in her mouth...they laughed...they shared a magical two weeks, and they all became friends. Over the next four years they had American Girl tea parties together, they had sleepovers, they auditioned

## **Academy of Ballet Arts Adaptive Program**

for Nutcracker together, they rehearsed and performed together. Kaitlyn was fully integrated into ballet class and my imagination and creativity grew exponentially. If I forgot to alter the ballet combination for her, she would remind me with a grin, "What about me?" When she performed in Nutcracker, one of my students who was a stage technician created a wooden frame for her wheelchair that made it look like an old-fashioned sleigh.

Kaitlyn passed away just before her thirteenth birthday, but her legacy to ABA, her teachers, her friends, and all those who encountered her was life changing. ABA's commitment to including all disabilities and abilities in the curriculum is deeply entrenched in how artistic moments add to the health of every individual.