

# 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\***

Creative Clay

### **Project Name\***

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

Creative Clay Longevity Improvements

### **EIN\***

59-3338595

### **Incorporation Year\***

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

1995

### **Mission Statement\***

What is your organization's mission statement?

Creative Clay's mission is to help people with disabilities achieve full and inclusive lives by providing expressive, educational and vocational experiences in the arts.

## 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

KLUMZME8MF91

## Annual Operating Budget\*

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

\$545,373.72

## Amount Requested\*

The maximum grant amount is \$500,000.

\$14,406.00

## 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.**

Since 1995, Creative Clay's Community Arts Program has provided educational, expressive, and vocational opportunities for artists with disabilities in Pinellas County. This multidisciplinary studio arts program runs five days a week throughout the year. Each studio is led by professional artists working in a variety of media including ceramics, painting, illustration, graphic design, music, performance, and animation. Creative Clay member artists have the opportunity to earn income selling their work in Creative Clay's Good Folk Gallery, as well as venues throughout the community.

Since 2007, Creative Clay's Artlink Employment Program has provided adults with disabilities an opportunity to learn vocational skills training in Creative Clay's retail space as well as the community. Artlink includes one on one mentorships with professional artists or includes opportunities for community job placement. Placements have included Big Frog T-shirts, iDex International, Charlie Parker Pottery and Great Explorations Children's Museum.

Since 2008, Creative Clay's Transition program, a partnership with Pinellas County Schools, serves twelve young adults (ages 18-22) with disabilities daily throughout the school year. Many of the artists currently in our Community Arts Program began their journey with Creative Clay in this unique four-year post-secondary job training opportunity.

COVID-19 caused us to close for 15 months before we started to bring the artists back in phases as to protect the vulnerable individuals we serve. During the closure we expanded our inclusive efforts to serve more artists with disabilities virtually as well as keep our established roster of artists connected to each other. By establishing corporate commissions and collaborations with local professional artists we kept our artists engaged. Online classes allowed us to re-employ many of our laid-off teaching artists to facilitate these opportunities. We are working toward regaining full capacity.

## 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.

Research suggests that exposure and inclusion of individuals with disabilities within the general population improves outcomes in a variety of domains, including access to healthcare, employment, decreased isolation, improved community safety and decreased abuse.

At Creative Clay, artists with disabilities receive training and participate in a vocation as professional artists alongside other working artists. We provide the individuals we serve with a sense of belonging and connection to St. Petersburg's arts community.

Research further indicates that exposure is not enough to reduce prejudice towards individuals with disabilities; the quality of interaction significantly affects the attitudes of the public. When a Creative Clay member artist goes into the community, they do so as representatives of our organization and professionals with a unique perspective to share.

Our member artists market their work at gallery openings, partner exhibits, on radio and television shows, fundraisers, art festivals and other collaborative community events, and they receive a 50% commission for every piece of artwork they sell.

## 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

Previous to the COVID-19 pandemic and the impending shut down of Creative Clay's facility in March 2020 everything was heading upward. We had big plans and had begun a well-curated, organization changing year. In October 2019 we had a strategic planning retreat and came into the new year with vigor and many new achievable goals. Those goals were for the most part put on hold. In August of 2022 we reconvened to strategize regaining our footing during 2023-2025.

2020 was going to be a big year! We had 31 events set in stone. We created a full schedule plus advertisements, handbills, and postcards for a year of on-site indoor-outdoor ArtWalk events, live workshops by revered international artists, off-site gallery shows, many inclusive off-site revenue-generating community events, and our 25th Anniversary Celebration fundraiser. Then COVID came to put a stop to everything we were hoping to do.

The joy of the coming year was felt by all of the artists, teaching artists, staff, and administration at Creative Clay. Everybody was committed to a successful year, only for it to be marred by shut-down, layoffs, insecurity, loneliness, and separation for everyone including the artists with disabilities who need Creative Clay's active atmosphere to thrive. Learning and work opportunities for our artists, connections to new supporters, and revenue generating opportunities were eliminated. Our attendance numbers are down. Many artists, teachers, supporters, community connections, and opportunities are no longer available or have moved on. The effects caused by COVID & its wake are still felt today.

In 2019 Creative Clay's revenue was \$660,775 and 2020 was to be better, but that was not so. For simplicity's sake we have chosen to show you the reduction in our revenue since the onset of the pandemic by comparing 2020, 2021, and 2022 directly to 2019 to give you a sense of the total loss we have experienced. If you look at the revenue generated in 2019 and consider the likelihood that at the very least, instead of slightly rising each year, it had stayed the same, then what follows are the losses for each subsequent year. In 2020 our revenue was \$449,175. Compared to 2019 that is a loss of \$211,600. Using the same approach for the 2021 and 2022. The loss in 2021 was \$197,803 and in 2022 the loss was \$51,393. This makes the total loss of revenue over 2020, 2021, and 2022 equal to \$460,796. As you can see, COVID really affected our growth. These losses have severely hampered our established goals and the residue of COVID-19 has kept us from moving forward as we would have hoped.

A Revenue Loss Comparison from 2019 to 20-21-22, our published schedule postcard for 2020, & current Strategic Goals are attached.

## 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.

REVENUE LOSS COMPARISON-ARPA LARGE-2019 to 20-21-22 w- schedule postcard & Strategic Goals.docx

## 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.**

Creative Clay received several grants for pandemic relief. We received:

- PPP (Paycheck Protection Program) 2020- \$53,000
- City Of St.Pete Fighting Chance Grant 2020-\$5,000
- Federal NEA CARES Act Grant 2020-2021 - \$50,000
- Pinellas NEA CARES Act Grant 2021-2022 - \$50,000
- ARPA Small funding 2023- \$30,000 (restricted funds)

As explained in the "Negative Impact" above, our total loss of revenue due to covid over the past three years is a significant \$460,796. Although the grants listed here significantly affected our position by helping us make up \$188,000 of the loss, they have not made up for it completely. The result of all the generous relief funding leaves Creative Clay hoping to still recover an additional \$272,796 to claim a full recovery.

## 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?

With the funds provided by this grant, Creative Clay will make our facility more accessible to individuals with disabilities, those who attend our programs, and those who visit our location, while at the same time making the outdoor spaces around the building a more beautiful place to come to.

Creative Clay will install a white vinyl fence along the west side of our lot, and we will install a drainage system around the building. This is the full scope of our project.

The fence will last 20+ years, and the draining system will last 10 to 25 years.

We will be adding a white vinyl fence with an accessible gate to mask the chain link barbed wire fence that exists now. We believe this old fence (which is not part of our property) detracts from the potential beauty of our space and may also be dangerous if anyone were to get too close. Adding the fence will make our space more attractive and more conducive to the kind of activities we will offer in that space. In addition, The proposed "Trails Crossing" development project will directly abutt our lot. Direct access via our fence gate to this space where families & fun seekers will spend time will allow our member artists to participate directly in the community it creates, and allow for visitors to "Trails Crossing" to easily visit Creative Clay sparking additional growth in support, art sales, and client base.

Lastly, we will be adding a drainage system around the building. This is a decision made based on making the property and utilization of building better. The Creative Clay facility and its outdoor areas has a drainage problem when we experience heavy rain. Our downspouts, from the roof, can not drain fast enough and spillover in a random manner making for unsafe situations outside. Also, the back of our building floods through the back door during heavy rains causing damage to anything in its way as it flows through much of the building. This causes us to have to spend money on plumbers and many hours mopping up the water, only to discard damaged items such as art, supplies, and other valuables in the end.

The beautification of our lot, and the increased drainage capacity of this area is important to making our revenue generating events, such as Second Saturday ArtWalk and our own First Friday Art Market, attractive and safe for all who attend. These events will help continue to grow our base of support (Sponsors, Donors, Collectors), art sales, and client base into the future.

## Number Served\*

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

100

## 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.

N/A

### 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.

Over the long term, these improvements will allow for an increase in attendance at our revenue-generating events such as Second Saturday ArtWalk and our own outdoor First Friday Art Market. As more people come to these events, more people will know about Creative Clay's work. Through such events in an attractive and safe space, we will gain more member artists to serve, enhance their learning experience, and we will reach more potential supporters. These safe outdoor events will help continue to grow our base of support (Sponsors, Donors, Collectors), art sales, and client base into the future.

The drainage system will add to the lifespan of the property. If flooding were allowed to continue, the integrity of the building would become compromised. It is crucial that the flooding problem be remedied. The fence will help to provide a higher-quality experience for everyone who comes to Creative Clay making the property safer and more appealing.

In addition, The proposed "Trails Crossing" development project (a public park with safe crossing to access the Pinellas Trail designed and programmed to include walking and bicycle paths, lit art walls, children's' areas, container buildings, and more) will directly abutt our lot. Direct access via our fence gate to this space where families & fun seekers will spend time will allow our member artists to participate directly in the community it creates. This will help us provide a higher-quality more equitable service to the artists with disabilities we serve, and allow for visitors to "Trails Crossing" to easily visit Creative Clay sparking additional, potentially exponential growth in support, art sales, and client base.

## *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.



There is no permit required for the fence.

A permit must be obtained for the draining system. The permitting process will take anywhere from 10-30 days.

We do not see a problem obtaining this permit, nor do we see a problem with the time it will take to obtain.

## 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.**

*[Unanswered]*

## 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.

Creative Clay Development Coordinator Shane Hoffman and CEO Kim Dohrman have developed a simple plan of completing the two projects in under 6 months.

- The fence is a very fast job that will take no longer than one week and does not require a permit to build, we will oversee this project first. We anticipate all of the work to be completed with in the month of January 2024.

- Concurrent with the work on the fence we will apply for the permit to complete the drainage project. We anticipate receiving the drainage permit by the beginning of February 2024.
- We anticipate the full drainage job to be done in less than 2 weeks. If the job begins in the middle of the month, it will be completed by the beginning of March 2024.
- If we allow for a one month margin of error, all work should be completed by the beginning of April 2024
- A conservative estimation of the time to complete both projects is 3 months- January 2024- April 2024

## 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
- The team overseeing this project will be Creative Clay CEO Kim Dohrman and Creative Clay Development Coordinator Shane Hoffman.
  - Kim Dohrman will act as project manager and oversee all of the projects assuring that they are done properly, and in a timely manner. Shane Hoffman will assist Kim in assuring that the projects are done properly, and in a timely manner.
  - Creative Clay CEO Kim Dohrman has acted as project manager and has overseen several construction projects that were completed properly and in a timely manner. She has overseen the 2017 build out of the facility we currently occupy. Work included obtaining permits, overseeing construction, installation of electrical lines, plumbing installation and more. She has overseen construction after receiving the 2018 CRA grant to make the building more accessible to the people with disabilities we serve. On this project she oversaw the installation of concrete ramps, sidewalk additions and a bike rack. In 2021 Kim oversaw the construction of our outdoor classroom structure funded in part by a grant from Community Foundation Tampa Bay. Kim is an outstanding leader and overseeing the proposed project will be no trouble for her.

## *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, LGTBQ+, 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)
  - o Defined by U.S. Department of Housing and Urban Development (HUD)

- o 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.

The individuals with developmental disabilities that we serve are a historically marginalized community. This population was severely affected by the COVID-19 pandemic along with its subsequent shut downs and lingering effects.

Due to acute vulnerabilities and secondary health issues, many of the individuals we serve were disproportionately affected by COVID-19. Creative Clay's programming remained closed from March of 2020 until June of 2021 when most artists were able to receive the vaccine. For these individuals who deal with isolation along with other social struggles, 15 months away from friends and inspiring activities is an endless amount of time. Many artists, even now, have chosen not to return due to the potential risks.

In addition, regarding the QCT, we are separated from it by a simple parking-lot that runs under the interstate. Our location lies just to the west of I-275 on 1st avenue south. Due to our location just off the underpass and our welcoming outdoor spaces we are aware of several houseless individuals who frequently utilize our large covered areas for rest and shelter. Although these are not the individuals we serve, we thought it may be necessary for you to consider.

## 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.

1846 1st Avenue S. SAINT PETERSBURG, FL 33712

## Project Location\*

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

1846 1st Avenue S. SAINT PETERSBURG, FL 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.

Our lease expires in 2037 and we are responsible for everything except for the roof and HVAC over \$1500 per year.

In order to improve our quality of being in the space, any additions or improvements are our responsibility.

We have obtained written permission from the landlord to make the proposed improvements.

## Landlord\*

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

Geoffrey & Jennifer Voigt 801 20th Ave. N. St. Petersburg FL 33704

## 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.

Creative Clay - 2017 lease 1846.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.

In addition to public workshops, working alongside other non-profit organizations, presentations at business associations, events at museums & galleries, and being highly active on many social media platforms there are five primary ways we ensure individuals with developmental disabilities are able to make an authentic connection with the services of Creative Clay:

- Over the past three years we have hosted one major event, previous to COVID-19 we did two each year. Our celebrations were virtual in 2020 and 2021. In 2022, due to COVID-19 related staffing and capacity issues, we returned to a smaller in-person event that was a great success, and our 2023 event will occur in April. These events generate media attention and hundreds of attendees many of which have family members who may enroll in our programs.
- We display art and information about our programs in businesses around the city who help us spread the word.
- Having strong connections to Support Coordinators who work directly for people with disabilities and their families is extremely important. These relationships allow Support Coordinators to bring creative clients our way for tours and potential enrollment.
- We are the only arts organization in the county partnering with the Pinellas County School Board to provide vocational training to 18 to 22 year-olds with disabilities. This program, called Transition, focuses on career development, independence, and social skills using the arts as a platform. Many of these individuals become permanent member artists at Creative Clay after they complete this unique program.
- The most effective way we engage with individuals with disabilities is through the family members of our member artists, past and present, who suggest Creative Clay to those who are looking for a creative life for their loved ones with disabilities.

Because 10% of our staff and administration identify as having disabilities, we have a unique connection to the artists we work with. This relationship helps guide a culture of patience, empathy and respect. The artists served at Creative Clay are mentored by professional artists with real-life experience in the creation & dissemination of art. The artists that lead our organization have the education & experiences that help create a runway to launch the careers of artists we serve. In addition, the connection we gain from close work with the individuals we serve helps when advocating for disability rights.

## 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+

Neurodiverse/physically disabled

## 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

LGBTQ+  
Neurodiverse/physically disabled

### 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 disabled

LGBTQ+  
Neurodiverse/physically disabled

## 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.

CREATIVE CLAY- ARPA LARGE FENCE BIDS.pdf

### Bid/Estimate #2

PDF files are accepted.

Creative Clay - Drainage\_BIDS 2023.pdf

### Bid/Estimate #3

PDF files are accepted.

[Unanswered]

## 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.*

N/A

## 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)

Unknown

## 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

## 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.**

CREATIVE CLAY fence & Drainage Budget-Template-Large-Capital-Purchases 2023.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.**

The ARPA Nonprofit Capital Project Fund for Large Projects presented the first opportunity we've seen to proceed with our proposed property improvement projects. We have pursued and been awarded many other grants and have applied the funds to other important areas of opportunity first. We have been hoping an opportunity to make progress on our outdoor plans and the ARPA Nonprofit Capital Project Fund for Large Projects allows us to begin to work on making our outdoor area more functional and inviting.

## 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 will 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.

Creative Clay has a fantastic accountant and we use Quickbooks to keep track of all revenue and expenses. Although we would prefer not to, we have the capacity to manage funds and projects on a reimbursement basis if necessary.

## 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"

N/A

## 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.

2023 Creative Clay Budget Approved.pdf

### 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.

CC Board-of-Directors-List-ARPA LARGE-Grant-Application.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.

CREATIVE CLAY- Form 990 2022.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.

CC AUDIT September 30 2018.pdf

## 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.**

Creative Clay Summary of Insurance 10-3-22.pdf

### 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.

CREATIVE CLAY PROMO, TELEVISION & ADDITIONAL LINKS 2023.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*

- REVENUE LOSS COMPARISON-ARPA LARGE-2019 to 20-21-22 w- schedule postcard & Strategic Goals.docx
- Creative Clay - 2017 lease 1846.pdf
- CREATIVE CLAY- ARPA LARGE FENCE BIDS.pdf
- Creative Clay - Drainage\_BIDS 2023.pdf
- CREATIVE CLAY fence & Drainage Budget-Template-Large-Capital-Purchases 2023.pdf
- 2023 Creative Clay Budget Approved.pdf
- CC Board-of-Directors-List-ARPA LARGE-Grant-Application.pdf
- CREATIVE CLAY- Form 990 2022.pdf
- CC AUDIT September 30 2018.pdf
- Creative Clay Summary of Insurance 10-3-22.pdf
- CREATIVE CLAY PROMO, TELEVISION & ADDITIONAL LINKS 2023.pdf

## REVENUE LOSS COMPARISSON 2019 to 20,21,22

	Jan - Dec 20	Jan - Dec 19	% Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4000 · Admin / Allowances	16.95	1,723.16	-99.02%
4010 · Art Sales	11,312.16	21,099.61	-46.39%
4012 · Thrift Store Sales	941.85	4,452.68	-78.85%
4013 · Coffee Sales	266.00	0.00	100.0%
4014 · Art in Offices	0.00	2,512.50	-100.0%
4020 · Fees for services	113,403.30	284,003.93	-60.07%
<b>4040 · Support</b>			
4041 · Donations	59,654.13	124,625.32	-52.13%
4060 · Grants	227,168.67	144,767.63	56.92%
4070 · Events	11,444.57	37,254.47	-69.28%
4080 · Scholarships	3,300.00	5,735.50	-42.46%
4090 · Sponsorships	21,666.67	34,600.00	-37.38%
<b>Total 4040 · Support</b>	<b>323,234.04</b>	<b>346,982.92</b>	<b>-6.84%</b>
<b>Total Income</b>	<b>449,174.30</b>	<b>660,774.80</b>	<b>-32.02%</b>

	Jan - Dec 21	Jan - Dec 19	% Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4000 · Admin / Allowances	10.45	1,723.16	-99.39%
4010 · Art Sales	10,526.94	21,099.61	-50.11%
4012 · Thrift Store Sales	1,489.64	4,452.68	-66.55%
4013 · Coffee Sales	0.00	0.00	
4014 · Art in Offices	0.00	2,512.50	-100.0%
4020 · Fees for services	144,341.12	284,003.93	-49.18%
<b>4040 · Support</b>			
4041 · Donations	116,402.66	124,625.32	-6.6%
4060 · Grants	152,612.38	144,767.63	5.42%
4070 · Events	5,321.86	37,254.47	-85.71%
4080 · Scholarships	12,350.00	5,735.50	115.33%
4090 · Sponsorships	19,916.67	34,600.00	-42.44%
<b>Total 4040 · Support</b>	<b>306,603.57</b>	<b>346,982.92</b>	<b>-11.64%</b>
49900 · Uncategorized Income	0.00	0.00	
<b>Total Income</b>	<b>462,971.72</b>	<b>660,774.80</b>	<b>-29.94%</b>

CONTINUED

## REVENUE LOSS COMPARISSON 2019 to 20,21,22

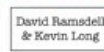
Ordinary Income/Expense	Jan - Dec 22	Jan - Dec 19	% Change
<b>Income</b>			
4000 · Admin / Allowances	-192.08	1,723.16	-111%
4010 · Art Sales	21,564.49	21,099.61	2%
4012 · Thrift Store Sales	2,635.34	4,452.68	-41%
4013 · Coffee Sales	0.00	0.00	
4014 · Art in Offices	0.00	2,512.50	-100%
4020 · Fees for services	244,261.97	284,003.93	-14%
<b>4040 · Support</b>			
4041 · Donations	111,075.49	124,625.32	-11%
4060 · Grants	173,208.24	144,767.63	20%
4070 · Events	20,669.00	37,254.47	-45%
4080 · Scholarships	1,000.00	5,735.50	-83%
4090 · Sponsorships	35,156.66	34,600.00	2%
<b>Total 4040 · Support</b>	<b>341,109.39</b>	<b>346,982.92</b>	<b>-2%</b>
49900 · Uncategorized Income	1.85	0.00	
<b>Total Income</b>	<b>609,380.96</b>	<b>660,774.80</b>	<b>-8%</b>

## CELEBRATING 25 YEARS OF #EQUALITY THROUGH ART

- |          |   |          |   |
|----------|---|----------|---|
| Jan. 16  | ArtWalk: <i>Mythical Journeys</i> featuring Marquise R. at the Good Folk Gallery                      | May 9    | ArtWalk: <i>Colorful &amp; Peaceful</i> featuring Candace N. at the Good Folk Gallery             |
| Jan. 16  | <i>A Serpent's View</i> : Drawings & paintings of Joseph "JJ" Hitch at David Vargas State Farm Agency | May 22   | Transition Art Finale at the Gilbert Chapel Gallery   |
| Jan. 20  | MLK Day of Service with CASA at Tropicana Field   | June 13  | ArtWalk: <i>Mini Madness</i> : Teaching & Staff Artists of Creative Clay the Good Folk Gallery    |
| Jan. 31  | Art SENSEation: <i>See, Touch, Hear Me</i> at the Gallery at Creative Pinellas                        | July 11  | ArtWalk: <i>Moustaches and Markmaking</i> featuring Michael R. at the Good Folk Gallery           |
| Feb. 1   | <i>Love, Love, Love</i> : an exhibit at Kahwa South   | July 11  | Creative Clay Group Show at the Mirella Cimato Gallery  |
| Feb. 8   | ArtWalk: <i>Elegant Expressions</i> featuring Shasta G. at the Good Folk Gallery                      | July 11  | St. Petersburg Opera Company  |
| Feb. 22  | <i>Heights Unite Music and Arts Festival</i> in Seminole Heights, Tampa                               | July 11  | Pops Spectacular-Inspired Artwork by Creative Clay Artists at the St. Petersburg Opera Company    |
| March 14 | <i>What the World Needs Now</i> : Workshop with folk artist Mary Proctor at the Good Folk Gallery     | Aug. 5   | <i>Color in Motion</i> at ArtWay Too Gallery, SPC Seminole  |
| March 14 | ArtWalk: Meet the Artist and Exhibit featuring folk artist Mary Proctor                               | Aug. 8   | ArtWalk: <i>Beautiful People and Tall Buildings</i> featuring Lindsay J. at the Good Folk Gallery |
| March 19 | <i>Timeline of an Artist</i> featuring Carla L. at Keiser University - Clearwater Campus              | Aug. 21  | Creative Clay 25th Anniversary Celebration at NOVA 535  |
| March 26 | <i>Celebrating Families</i> : Grand opening and Creative Clay Art Show at USF Infant-Family Center    | Sept. 12 | ArtWalk: <i>Fashion and Karate Passion</i> featuring Hanna V. at the Good Folk Gallery            |
| March 27 | <i>Dream On</i> : An art exhibit at ArtWay Too Gallery, SPC Seminole                                  | Sept. 12 | <i>Recycled Art</i> : Creative Clay, Pyramid & PARC at the Gilbert Chapel Gallery                 |
| March 27 | Creative Clay at the Listening Room Festival at the Palladium   | Oct. 10  | ArtWalk: <i>Personal Connections</i> featuring Chris C. at the Good Folk Gallery                  |
| March 27 | SEWSA Annual Conference at the USF Department of Women and Gender Studies                             | Nov. 14  | ArtWalk: <i>Watch Out!</i> featuring the artwork of Ray M. at the Good Folk Gallery               |
| April 4  | St. Petersburg Earth Day Festival featuring the Transition Student Artists at Williams Park           | Nov. 14  | <i>Even Hands Can See: The Art of Horst W. Mueller</i> at the Good Folk Gallery                   |
| April 11 | ArtWalk: <i>On the Wing</i> featuring Karen C. at the Good Folk Gallery                               | Dec. 12  | ArtWalk: <i>Mantis Shrimp: The Vision of Alli Arnold</i> at the Good Folk Gallery                 |

Creative Clay 1846 1st Ave. S., St. Petersburg, FL

For event details: [www.creativeclay.org](http://www.creativeclay.org)



"Sponsored in part by the State of Florida, Department of State, Division of Cultural Affairs and the Florida Council on Arts and Culture."

## STRATEGIC GOALS 2023-2025

### Goal 1: Enhance and diversify revenue-generating efforts to sustainably support Creative Clay.

- Objective 1:** Grow donor revenue by 25% to reach donations totaling a minimum of \$125,000 annually by 2025. (Based on 2022 donor revenue of \$100,000)
- Activity 1:** Create a marketing plan & execution schedule for Good Folk Society with partner marketing company by end of first quarter 2023. (Minimum of \$30,870 by end of 2025)
- Activity 2:** Create a marketing plan & execution schedule for end-of-the-year campaign by the end of second quarter 2023. (Minimum increase in end-of-year giving to \$15,000 by the end of 2025.)
- Activity 3:** Include language for stock and legacy giving in all fundraising marketing efforts by end of third quarter 2023.
- Objective 2:** Grow sponsor revenue by 50% to reach sponsorships totaling a minimum of \$52,500 by 2025. (Based on 2022 sponsor revenue of \$35,000)
- Activity 1:** Create a sponsorship marketing plan, collateral materials & execution schedule for programmatic sponsorships.
- Activity 2:** Create a sponsorship marketing plan, collateral materials & execution schedule for event sponsorships, including *Spring for the Arts*, ArtWalk and Art Market.
- Objective 3:** Enhance and promote Good Folk Gallery art sales by 15% (\$25,300 by the end of 2025).
- Activity 1:** Create a marketing and merchandising plan by the end of the first quarter of 2023.
- Activity 2:** Hold a monthly First Friday Outdoor Art Market with live music and food truck at Creative Clay with musical performances.
- Activity 3:** Continue Second Saturday ArtWalk with live portrait drawing and live music.
- Activity 4:** Have member artists working during events to assist with tours and sales.

### Goal 2: Creative Clay will increase its visibility, becoming a Folk Art destination known for supporting and promoting artists with disabilities.

- Objective 1:** Host and market at least two exhibits honoring artists from other parts of our region, country, and the world by 2025.
- Activity 1:** Create a call to artists directed at arts agencies who support and advocate for artists with disabilities by April 2023 to collaborate on a virtual exhibit linking all participating organizations.

- Activity 2:** Continue to partner with Heart Artlink Takamatsu to celebrate 20 years of friendship between their art center and Creative Clay with a co-exhibition in fall of 2023 at a local partner art gallery or museum and/or virtually.
- Activity 3:** Identify and connect with a short list of regional art galleries to discuss an "exhibit swap" for a weekend or week showing to expand their respective audiences.
- Activity 4:** Create marketing plan around the new partnerships that includes social media campaigns to promote the collaboration.

**Objective 2:** Develop and promote 2-4 additional Creative Care partnerships with local organizations serving vulnerable populations by 2025.

- Activity 1:** Identify local potential Creative Care partners who serve vulnerable populations (such as ALFs, shelters and/or hospitals) and contact to determine interest in partnership that affords member artist volunteer opportunities.
- Activity 2:** Select one new partner each year, beginning in 2023
- Activity 3:** Develop member artist volunteer schedule and track member artist hours and engagement.
- Activity 4:** Track the story of the partnership with videos of artmaking and documentation of special moments.
- Activity 5:** Incorporate these stories into Creative Clay's promotions as a part of its marketing campaign to increase awareness of its outreach.

**Goal 3: Increase opportunities for career development for artists at Creative Clay.**

**Objective 1:** Restructure and formalize by securing funding for the Artlink Employment Program, an art-based workforce development program for people with disabilities, by 2025.

- Activity 1:** Hire Artlink Manager by December 2023 to grow annual program funding for the Artlink Program through OJT, grants, and sponsorships.
- Activity 2:** Create marketing strategy by December 2023 with pitch deck for Artlink sponsorships totaling at least \$20,000 per year, or five team sponsorships.
- Activity 3:** Identify list of potential grantors for Artlink. Write and submit at least three grants that identify Artlink as one of the recipient programs.
- Activity 4:** Submit up to four Artlink teams per year for OJT's reimbursement.

**Outcome:** Creative Clay will have funded 12 Artlink apprenticeship teams (four per quarter for three quarters) at \$5000 per team for a total of \$60,000 by 2025.

**Objective 2:** Establish quarterly apprenticeships within the Artlink program, featuring skills training, marketing, and sales opportunities.

- Activity 1:** Disseminate a call to artists in October 2023, conduct interviews, and hire at least four Artlink professional artist mentors by November 2023 to begin the apprenticeships in January 2024.
- Activity 2:** Create quarterly call to professional artists flier to distribute to arts venues and advocate organizations to recruit professional art mentors. (Distribute: Oct. 2023 and Jan., April, July, and Oct. 2024 and repeat in successive years)



- Activity 3:** Community Arts Director will identify Creative Clay member artists who are interested in quarterly apprenticeships by (Identify 4 for each quarter by Oct. 2023 and Jan., April, July, and Oct. 2024 and repeat in successive years)
- Activity 4:** Confirm interested member artists' current eligibility for Vocational Rehabilitation by January, then April, then July.
- Activity 5:** Match four eligible member artists with four available apprenticeships by January, then April, then July.
- Activity 6:** Implement quarterly assessment of apprenticeship program by end of March, June and October.
- Activity 7:** Present final Artlink event highlighting the Artlink apprenticeship teams at a local gallery or museum between Oct.-Dec.

**Objective 3: Implement an annual pre-employment training program for the Artlink Program.**

- Activity 1:** Create flier with marketing firm to pitch program and disseminate to Transition programs throughout Pinellas County in October of each year, beginning in 2023.
- Activity 2:** Conduct pre-employment training session to 6-10 Vocational Rehabilitation clients in November of each year, beginning in 2024.

**Objective 4: Provide targeted supported employment placement for eligible member artists in the Artlink Program.**

- Activity 1:** Identify Vocational Rehabilitation clients at Creative Clay who would like Creative Clay to provide their supported employment, by April of each year, beginning in 2024.
- Activity 2:** Begin recruitment and placement process in May of each year for interested member artists.

**Outcomes – Measures of Success by December of 2025:**

- Creative Clay will have increased Good Folk Society monthly donations to over \$30,000.
- Creative Clay will have worked with three new Creative Care partners and incorporate impact-stories into quarterly marketing endeavors.
- Creative Clay will have increased its art sales by 15% from \$22,000 to \$25,300.
- Creative Clay will have held at least one Heart Artlink Takamatsu co-exhibition and one "swap" exhibit.
- Creative Clay will have offered and funded four Artlink apprenticeships to artists with intellectual and/or developmental disabilities per quarter (three quarters) from January through September of each year, with four per year being enrolled member artists and four per year being paid apprenticeships through Vocational Rehabilitation.
- Creative Clay will have conducted one pre-employment training session per year for a total of three training sessions offered by 2025.
- Creative Clay will have placed at least three member artists in supported employment placements per year in 2024, and in 2025, for a total of at least six such placements.

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Lease" or the "Agreement") is made and executed on or before January 1, 2017, with an effective date of March 1, 2017, by and between **GEOFFREY & JENNIFER VOIGT**, with the mailing address 801 20<sup>th</sup> Ave N, Saint Petersburg, FL 33704, hereinafter referred to as the "Lessors", and **Creative Clay Inc., a Florida Not For Profit Corporation**, attention, Kimberly Dohrman, CEO with the mailing address: 1114 Central Ave., Saint Petersburg, FL 33705, hereinafter referred to as the "Lessee." Notices to Lessors shall be sent to the attention of Geoffrey Voigt, at the above address for Lessors and notices to Lessee shall be sent to the address of the Premises during the term of this Lease and/or to the above address for Lessee as provided herein.

1. **DEMISE, DESCRIPTION, AND USE OF PREMISES.** Lessors lease to Lessee and Lessee hires from Lessors, for the purpose of conducting therein classes, sales and other events for educational, expressive and vocational opportunities in the arts pursuant to its mission and for no other purpose, those certain premises consisting of approximately five-thousand (5,000) square feet with the appurtenances, improvements, additions, furnishings, fixtures and personalty situated the structure having a street address of 1846 1<sup>st</sup> Ave S., Saint Petersburg, FL 33712, in the County of Pinellas, State of Florida. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof. Lessee acknowledges and agrees that the premises include that certain HVAC chiller-compressors, duct work and lines, and any & all associated HVAC equipment related thereto equipment and fixtures, which shall be hereinafter referred to as Lessors' Equipment/Fixtures. Lessee understands that Lessors' Equipment/Fixtures are property of the Lessors and have monetary value. Lessee shall not disturb or alter Lessors' Equipment/Fixtures in any manner without prior written consent of Lessors, which consent shall not be unreasonably withheld. While Lessee shall have the benefit of using Lessors' Equipment/Fixtures as long as they are functional, Lessee acknowledges and agrees to accept Lessors' Equipment/Fixtures "AS IS" and should any of Lessors' Equipment/Fixtures require repair, then Lessee shall repair same at Lessee's expense. Lessee shall comply with and abide by all federal, state, county, municipal, and any and all other governmental statutes, ordinances, laws, and regulations affecting its use of the demised premises, and/or any activity or condition on or in such premises.

Lessee may use the premises as designated above, and for other lawful related purposes. Lessee shall not use or allow the use of the premises in any manner that constitutes waste, that constitute nuisances, that violates any applicable law, ordinance or governmental regulation, including any of those relating to the use, storage, transportation and disposal of any substances classified as hazardous or toxic under federal or state environmental laws or regulations, or that materially increases the fire hazard, or that overloads the floors. Lessee shall not allow any fumes from chemicals to cause a nuisance to other properties or other Lessees in the same building, if any.

Lessee shall use the premises as described hereinabove and shall maintain the hours of operation to be open for business to the public during such days and hours that comply with local ordinances, laws and regulations. Lessee agrees that it shall maintain the dumpster(s) in

accordance with local ordinances, laws and regulations, and shall arrange for the dumpster(s) to be emptied by the local sanitation department one (1) to two (2) times each week based on reasonable need. Lessee acknowledges that Lessors have and will continue to exercise their rights to park cars in the Lessors-owned parking lot for parking fees during Rays Games; however, this shall only be for night and weekend games during times when such parking activities will not interfere with Lessee's operations. Further, Lessors shall reserve three (3) permanent parking spaces for use of Lessee or its designee(s) at all times, including Rays Games, during the term of this Lease and any renewal period(s).

2. **TERM.** The initial term of this Agreement shall be for five (5) years, commencing effective March 1, 2017 and terminating effective February 28, 2022.

3. **OPTION TO RENEW.** Lessors grants to Lessee, subject to the conditions set forth below, and which shall not be arbitrarily withheld, the right and option to renew this Agreement for three (3) additional terms of five (5) years each, at a rental rate to be determined as provided below and, at the time of renewal, otherwise subject to and on all of the terms and conditions herein contained. The option to renew must be exercised by Lessee giving to Lessors a written notice of the exercise thereof ninety (90) days before the then current lease term expires. Although the option to renew shall not be arbitrarily withheld, Lessors may at its discretion decline the option after consideration of factors relating to the performance of the Lessee under the Lease during the prior term/renewal period, including but not limited to: a) Lessee's compliance with and performance of all of the terms and covenants of this Lease, b) no Event of Default has occurred at the time Lessee exercises its options or at the commencement of the renewal terms, c) that there then exists no event that with the giving of notice and/or the passage of time would constitute an Event of Default, d) and Lessee is in possession of all of the Premises and has not sublet all or any part of the Premises or assigned the Lease. Lessee shall in no event be entitled to renew the term hereof, even though such notice is timely given, unless Lessee shall not be in default in the performance of *any obligation* hereunder on the date of the expiration of the initial term hereof and option term(s), if applicable.

4. **RENT AND OTHER EXPENSES.** Lessee shall pay to Lessors rent, without deductions or offsets, at such place as may be designated from time to time by Lessors as follows:

a. **Base Rent:** A fixed annual minimum rent during the first term of this Lease in the amount of Fifty-Two-Thousand Eight Hundred Dollars (\$52,800.00), payable in equal consecutive monthly installments of Four-Thousand-Four-Hundred Dollars (\$4,400.00) on the first day of each month of the term of this Agreement, in advance. Lessee has provided its Consumer's Certificate of Exemption from the Florida Department of Revenue; Lessors shall not collect State sales Tax.

b. **Advance Rent:** As an incentive for the build-out and remodeling expenses to be borne by the Lessee, the Lessors will provide for free rent in the amount of \$8,800.00 for the months of March, 2017 \$4,400.00 and April 2017, \$4,400.00. Lessee acknowledges the payment of Six Thousand Six Hundred Dollars (\$6,600.00) as rent for the month of May, 2017, \$4,400.00, and \$2,200.00 advance rent towards the last month's rent of February, 2022, in one installment upon execution of the Lease Agreement.

c. **Late Payment Charge:** Rent payments are due and payable in advance on the first day of each month. Any payment made after the tenth (10<sup>th</sup>) day of the month must include a 10% late fee. Late fees are construed as additional rent under the terms of this Lease.

d. **Annual Rent Increase after the initial term:** At the commencement of any renewal period of this Agreement, the annual rent shall be increased over the prior year's fixed annual rent by an amount equal to *the greater of* three percent (3%) or an amount which reflects the percentage change that occurred during the previous period or renewal period, as applicable, in the Consumer Price Index, hereinafter referred to as the "Index", for Urban Wage Earners and Clerical Workers, issued by the Bureau of Labor Statistics of the U.S. Department of Labor, the line identified as All Items (1967=100). The percentage change shall be equal to an amount calculated by subtracting the Index for the month of November for the year which is immediately prior to the year in which the rent increase is being calculated (the "Base Index") from the Index for the month of November in the year in which the rent increase is being calculated, and dividing that difference by the Base Index. Said percentage change shall be multiplied by the base annual rent for the immediately preceding lease or renewal period, and the product of said multiplication shall be the amount by which the prior rental shall be adjusted. Pending the determination of the additional amount, if any, to be paid by the Lessee hereunder, the Lessee shall continue to pay the rent in the amount being paid for the prior lease period and when the additional amount has been determined, the Lessee, on the first day of the month following the computation thereof, shall pay to the Lessors the number of installments that shall have lapsed from the commencement of the lease period for which the rent increase is being calculated up to and including the first day of such month. All rental payments due during the renewal periods shall be paid in equal consecutive monthly installments on the first day of each month of the term of said renewal period, in advance, plus all applicable sales tax.

e. **Security Deposit:** Lessee acknowledges the sum of Four Thousand Five Hundred Dollars (\$4,500.00) as the total security deposit; \$250.00 of which is due and payable to "Carla Turner-Hahn IOTA Trust Account" by EFT or other electronic means at the time of signing, and the balance of which is to be paid in seventeen (17) monthly payments to "Carla Turner-Hahn IOTA Trust Account" by EFT or other electronic means. Lessee acknowledges that despite the monthly payment arrangement, the Security Deposit is security for the performance by Lessee of all terms, covenants, and conditions of this Lease by Lessee to be kept and performed during the term hereof, and shall be held without liability for interest in accordance with Chapter 83, *Florida Statutes*. If at any time during the term of this Lease, any of the rent herein reserved or any other sum payable by Lessee to Lessors hereunder shall be overdue and unpaid, Lessors may at its option, apply all or any portion of said deposit to the payment of such overdue rent or other sum. Security Deposits to be equivalent to (\$4,500.00) upon the 17<sup>th</sup> month of the initial term of this Lease; however, Lessors reserves the right to require additional security deposit amount for any renewal period(s). Should the Lessee comply with all terms and conditions of the Lease, the security deposit will be refunded to the Lessee within thirty (30) days after the termination date of the Lease, provided the demised premises is vacated in the same condition in which it was received by Lessee, normal wear and tear notwithstanding.

In the event the deposit or any portion thereof is so applied, Lessee shall, after written request by Lessors, deliver to Lessors a sufficient amount in cash or certified funds to restore said security to the original sum deposited. Lessee's failure to do so within five (5) days after receipt of said request from Lessors shall constitute a breach of this Lease. The deposit or any un-exceeded balance shall be returned to Lessee upon the expiration of this Lease. In no case is the security deposit to be considered as a substitute for payment of the final month's rent due under this Lease, and Lessee expressly acknowledges that by doing so it would be in breach of this Lease.

f. **Utilities & Repairs:** Lessee shall pay all utilities and repairs as hereinafter described.

g. **Utilities.** Lessee shall fully and promptly pay for all gas, heat, light, power, telephone service, water, sewer, garbage and all other public or private utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and Lessors shall have no responsibility of any kind for any thereof.

h. **Maintenance of Improvements.** Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessors, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, both exterior and interior, and all appurtenances thereto, including landscaping, sidewalks, parking lot and driveways, and all personalty, machinery and equipment (including, but not limited to, heating, cooling, and all equipment, machinery and personalty used in connection with Lessee's business) in good, sanitary, and neat order, working condition and good repair, and, except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Regarding the cooling and heating equipment, including air conditioning handlers, air conditioning compressors (regardless of where located) and duct work serving the air conditioning system (the "HVAC equipment"), Lessee's responsibility shall be to secure and keep current at Lessee's sole cost and expense, during the entire term of this Lease and any renewals thereof, a comprehensive maintenance and service contract, with a Company and having terms reasonably acceptable to Lessors, for the periodic maintenance, service and repair of the HVAC equipment. For purposes of the initial term of this Lease, the Lessors deems it reasonably acceptable that the HVAC equipment should be periodically checked and maintained at a minimum of twice annually, and that all HVAC filters should be changed each month. Lessors shall be responsible for the replacement, as opposed to maintenance, service and routine repair, of the HVAC equipment; and for purposes of the Lease, should Lessee be required to spend in excess of \$1500.00 on HVAC system repairs in a single calendar year, this shall trigger the provision for Lessors' obligation to replace the system with an equivalent system. Lessors shall be responsible solely for the maintenance of the roof covering the currently existing premises, the exterior of the currently existing building and the load-bearing structural supports for the currently existing premises, and the parking lot and shall keep same in good working condition and repair; ordinary wear and tear excepted. It is expressly agreed that Lessors will have no obligation to maintain any portion of any addition to the currently existing demised premises, if and when constructed by Lessee if allowed by Lessors pursuant to the terms hereof. Lessors shall have no obligation

relative to the maintenance or repair of any portion of the premises other than as expressly set forth herein.

Lessors agrees to maintain foundations, roofs, exterior walls, structural columns and structural beams of premises; provided however, that if any of said maintenance, repairs, replacements or alterations shall be made necessary by reason of (1) repairs, installations, alterations, additions or improvements made by Lessee or anyone claiming under Lessee; (2) the fault or negligence of Lessee, Lessee's customers or invitees, or anyone claiming under Lessee; (3) a default in the performance of any terms or conditions of this lease by Lessee; or (4) any special use to which the premises may be put, then Lessee shall be responsible for the same. As used in this lease, "roof" and "exterior walls" do not include rooftop heating and/or air conditioning units or windows. Otherwise, Lessors shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements thereon, interior or exterior, or the personalty, machinery or equipment located therein (including, but not limited to, heating, cooling, building mechanical equipment, and all equipment, machinery and personalty used in connection with Lessee's business). Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements thereon or any activity or condition on or in such premises. Specifically, Lessee shall be solely responsible for any and all expenses associated with or related to any renovation, improvement, alteration and/or remodeling that should ever be required for compliance with the Americans with Disabilities Act (ADA) and/or any zoning/permitting changes or requirements by local governmental authorities.

**i. Damage to and/or Destruction of Premises and/or Improvements.**

Except as provided below, if the premises are damaged by fire or other cause covered by Lessors' property insurance, Lessors agrees to repair the same, and this lease shall remain in full force and effect, except the Lessee shall be entitled to a proportionate reduction of the rent from the date of damage until the repairs are completed. The proportionate reduction shall be based upon the extent to which such damage materially interferes with the business carried on by the Lessee in the premises. Lessors shall have the option either to repair and rebuild the premises or to terminate this lease as provided herein if the premises or any other portion of the building are damaged (a) as a result of any cause not covered by Lessors' insurance; (b) and the insurance proceeds are insufficient to fully pay for repair or restoration; (c) to the extent of more than 25 percent of the then-completed premises within six (6) months of the damage; or (d) during the last SIX (6) months of the lease term. Lessors shall exercise Lessors' option to terminate this lease by giving to Lessee, at any time within sixty (60) days after the damages, written notice of Lessors' election to terminate this lease as of a date specified in the notice. If Lessors fails to give notice within said sixty (60) days, Lessors shall be deemed to have elected to repair or restore the damage. If Lessors terminates this lease as provided, this lease shall automatically terminate on the date specified in Lessors' notice. Neither party shall have any further liability to the other, except for obligations which were accrued and unpaid as of the date of damages, and except that Lessors shall return any unused balance of the security deposit to Lessee in accordance with Florida Law. This lease shall remain in full force and effect if Lessors elects to repair the damage, or until the termination, as applicable, except that the rent shall be proportionately abated from the date of damage until the repairs are completed, or until the specified termination date, as applicable. Such proportionate abatement shall be based upon the

extent to which the damage materially interferes with the business carried on by the lessee in the premises. Lessors shall not be required to repair or replace any leasehold improvements, fixtures or other personal property of Lessee, all of which shall be repaired or replaced promptly by Lessee to a condition as good or better than that which existed prior to such damage or destruction.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION.** Lessors covenants that Lessors is seized of the demised premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof.

6. **ADDITIONS, ALTERATIONS OR REMODELING.** Lessee, with the prior written consent of Lessors, which consent shall not be unreasonably withheld, shall have the right to make additions or alterations to the improvements on the leased real property without additional rent, provided, however, that the same shall be made at Lessee's own cost or expense, be performed to code and properly permitted in compliance with local, municipal, State and Federal laws, and provided that only the Lessee shall make use of such addition or alteration in connection with its business conducted from the leased premises. Lessee shall also have the right to install, maintain and operate on the premises such equipment, fixtures and signs as Lessee may deem advisable with prior consent of Lessors, which consent shall not be unreasonably withheld. Lessee hereby grants to Lessors a security interest in all equipment and fixtures as security for Lessee's rent obligation hereunder. Any and all additions or alterations made hereunder should Lessors provide consent therefore shall be made in compliance with Section 4(h) hereinabove.

7. **USES PROHIBITED.** Without Lessors' prior written consent, which may be withheld in Lessors' sole discretion, Lessee shall not use, or permit the demised premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; and no use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the demised premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the demised premises.

8. **WASTE AND NUISANCE PROHIBITED.** During the term of this Lease, Lessee shall comply with applicable laws affecting the demised premises, the breach of which might result in any penalty on Lessors or forfeiture of Lessors' title to the demised premises. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance. Lessee shall not permit the storage, use, disposal, transport or accumulation of hazardous or toxic materials or waste on the demised premises or anywhere near the demised premises. Lessee shall comply with all regulations, laws, rules and requirements of the Department of Natural Resources, the Environmental Protection Agency or any other federal or state governmental body having appropriate jurisdiction or governing powers, with regard to the storage, use, disposal, transport or accumulation of hazardous or toxic materials or waste on the

demised premises or anywhere near the demised premises, and Lessee shall indemnify and save Lessors harmless from all costs, loss, damages and liability incurred by Lessors as a result of any breach of this covenant.

9. **ABANDONMENT OF PREMISES.** Lessee shall not vacate or abandon the premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the demised premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessors, except such property as may be encumbered to Lessors.

10. **LESSORS' RIGHT OF ENTRY.** Lessee shall permit Lessors and the agents and employees of Lessors to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned, and shall permit Lessors and its agents and employees, at any time within the last year prior to the expiration of this Lease, to place on the demised premises any usual or ordinary "To Let" or "To Lease" or "For Sale" signs and exhibit the premises to prospective Lessees and/or buyers at reasonable hours.

11. **ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST.** Lessors may encumber by mortgage or deed of trust, or other proper instrument, the premises or its leasehold interest and estate in the premises, together with all buildings and improvements thereon, as security for any indebtedness of Lessors. The execution of any such mortgage, or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessors to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder. Lessee hereby subordinates this Lease to any mortgage which does now or may hereafter affect the leased real property, and to any renewals, modifications or extensions of same. If Lessors shall encumber its leasehold interest and estate in the demised premises and if Lessors or the holder of the indebtedness secured by such encumbrance shall give notice to Lessee of the existence thereof and the address of such holder, then Lessee will mail or deliver to such holder at such address, a duplicate copy of all notices in writing which Lessee may, from time to time, give to or serve on Lessors under and pursuant to the terms and provisions hereof; such copies shall be mailed or delivered to such holder, at, or as near as possible to, the same time such notices are given to or served on Lessors.

12. **SUBLETTING AND ASSIGNMENT.** Lessee may not sublet the premises in whole or in part without Lessors' written consent, which consent shall not be unreasonably withheld or delayed, and the making of any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, without the prior written consent of Lessors, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment.



Any such assignment without such consent shall be void, and shall, at the option of Lessors, terminate this Lease and shall be treated as a default of Lessee with full force and effect of all provisions regarding Lessors' remedies. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the demised premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assign, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessors, terminate this Lease.

13. **NOTICES.** All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party thereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessors: Geoffrey & Jennifer Voigt  
801 20<sup>th</sup> Ave N  
Saint Petersburg, FL 33704

With a copy to: Carla Turner-Hahn, Esq.  
c/o Battaglia, Ross, Dicus & McQuaid, P.A.  
5858 Central Ave., Suite A  
Saint Petersburg, FL 33707

To Lessee: Creative Clay, Inc.  
Attn: Kimberly Dohrman  
1114 Central Avenue  
Saint Petersburg, Fl 33705

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

14. **LIENS.**

a. **Lessee's Duty to Keep Premises Free of Liens.** Lessee 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 mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessors and all of the premises and all buildings and improvements thereon against all such liens and claims of lien and suits or other proceedings pertaining thereto. Lessee shall give Lessors written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of Fifteen-Hundred Dollars (\$1,500.00) in

order that Lessors may post appropriate notices of Lessors' non-responsibility, unless emergency repair requires a short time, in which case Lessee shall give Lessors notice as soon as practicable.

b. **Contesting Liens.** If Lessee desires to contest any such lien, it shall notify Lessors of its intention to do so within ten (10) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessors by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessors against all loss, expense, and damage resulting therefrom.

15. **ATTORNEYS' FEES.** If any action at law or in equity is brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered. Lessee shall be assessed attorney's fees and costs as additional rent in the event a breach of the lease by Lessee occurs and Lessors incurs attorney's fees and costs for enforcement or dispute resolution regardless of whether litigation is initiated.

16. **RE-DELIVERY OF PREMISES.** Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, peaceably and quietly quit and surrender to Lessors the premises in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

17. **REMEDIES CUMULATIVE.** All remedies hereinbefore and hereafter conferred on Lessors shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

18. **INSURANCE.**

a. **Insurance Coverage of Premises.** Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, carry and maintain, on an occurrence basis, the following insurance, in the amounts and on the forms specified below with insurance companies satisfactory to Lessors: Lessee shall keep all improvements and contents which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for one hundred (100%) percent of the full replacement value of such improvements, with loss payable to Lessors and Lessee as their interest may appear. Any loss adjustment shall require the written consent of both Lessors and Lessee. Lessors shall maintain the property

insurance on the premises that it has been maintaining, but such coverage will not insure against loss or damage to personal property and/or contents of Lessee.

b. **Comprehensive General Liability Insurance.** Lessee shall maintain in effect throughout the term of this Lease comprehensive general liability insurance covering the premises, the improvements thereto, and their appurtenances fronting thereon in the amount of at least \$1,000,000.00 combined single limit (bodily injury and property damage) with a \$3,000,000.00 general aggregate limit (which general aggregate may be satisfied by an umbrella/blanket liability policy) for bodily injury or property damage; however, such limits shall not limit Lessee's liability hereunder. The policy shall name Lessors and any other associated or affiliated entity as their interests may appear and at Lessors' request, any mortgagees and holders of superior leases, as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Lessors and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Lessors. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state of Florida. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessors and Lessee but shall be so endorsed so as to create the same liability on the part of the insurer as though separate policies had been written for Lessors and Lessee.

c. Fire insurance with extended coverage, vandalism, malicious mischief for the premises and improvements to the premises (including any additions or improvements made by Lessee) in an amount equal to the full insurable value based on replacement cost and naming Lessors and Lessee as the insured, as their interests may appear. With respect to such fire and extended coverage, the parties stipulate that \$300,000.00 is initially adequate to meet the replacement cost required. If Lessee makes any addition or improvement, Lessee shall immediately cause the amount of insurance to be increased to the extent necessary to preclude underinsurance.

d. If Lessee serves alcoholic beverages for any of its events, Lessee shall also keep in effect liquor liability insurance for such events and expressly holds Lessors harmless for any losses associated therewith.

e. Lessee shall not be permitted to satisfy any of its insurance obligations set forth in this Lease through any self-insurance or self-insured retention in excess of \$25,000.

f. Lessee shall be responsible for all wind, hail, and plate glass insurance coverage for its interior and exterior rental space with respect to the premises and any flood insurance required should it ever become required during the term of this Lease or any renewal period.

g. **Waiver of Subrogation.** Lessors and Lessee each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Lessee, such endorsements and additional coverages as are considered good business practice in Lessee's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its

Agents; provided, however, such waiver by Lessors shall not be effective with respect to Lessee's liability described in Sections 4(h)-(i) and 8. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Lessee assumes all risk of damage to the property of (i) Lessee, or Lessee's Agents in or about the Premises or Property, and (ii) any other person whose property is used, leased or stored by Lessee in or about the Premises or Property, including in each case any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other Lessee, or other cause.

h. **Lessors' Right to Pay Premiums on Behalf of Lessee.** All of the policies of insurance referred to in this Section shall be written in form satisfactory to Lessors and by insurance companies satisfactory to Lessors. Lessee shall pay all of the premiums therefor and deliver such policies, or certificates thereof to Lessors, and in the event of the failure of Lessee, either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies, or certificates thereof to Lessors, Lessors shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessors with the next installment of rental, and failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessors, that it will give to Lessors thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled. Lessors agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

i. **Adequacy of Coverage.** Lessors, its agents and employees make no representation that the limits of liability specified to be carried by Lessee pursuant to this Article 6 are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee will obtain, at Lessee's sole expense, such additional insurance coverage as Lessee deems adequate

j. **Cost of Insurance Deemed Additional Rental.** The cost of insurance required to be carried by Lessee in this Section shall be deemed to be additional rental hereunder.

19. **INDEMNIFICATION OF LESSORS.** Subject to Section 18(g) above, and except to the extent caused by the negligence or willful misconduct of Lessors or its Agents, Lessee will indemnify, defend, and hold harmless Lessors and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Lessors or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Lessee or its Agents or occasioned wholly or in part by any act or omission of Lessee or its Agents, whether prior to, during or after the Term. Lessee's obligations pursuant to this subsection shall survive the expiration or termination of this Lease. "Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees. Lessee hereby waives all claims

against Lessors for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time.

**20. PROHIBITION OF INVOLUNTARY ASSIGNMENT, EFFECT OF BANKRUPTCY OF INSOLVENCY.**

a. **Prohibition of Involuntary Assignment.** Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the demised premises or in the building or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession) and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

b. **Effect of Bankruptcy.** Without limiting the generality of the provisions of the preceding Paragraph (a) of this Section, Lessee agrees that in the event any proceedings under the Bankruptcy Act, or any amendment thereto, be commenced by or against Lessee, and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the demised premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph (a) of this Section shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessors, but not otherwise, without notice or entry or other action of Lessors, terminate this Lease and also all rights of Lessee under this Lease and in and to the demised premises and also all rights of any and all persons claiming under Lessee.

21. **DEFAULT.** The occurrence of one or more of the following is an event of default by Lessee: (1) If the Lessee shall default in the performance of any covenant or agreement of the Lessee herein, including non-payment of any rental payment due hereunder for more than three (3) days after the due date, and the Lessee fails or is unable to commence to cure or correct any such monetary or non-monetary default within ten (10) days after written notice from the Lessors so to do; (2) proceedings under the Bankruptcy Act filed against Lessee have not been dismissed within sixty (60) days after the filing; (3) Lessee makes an assignment of Lessee's property for the benefit of Lessee's creditors; (4) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Lessee's property and within thirty (30) days after appointment, the officer is not discharged and possession of the property is not restored to Lessee; (5) Lessee's interest in the premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled and discharged within thirty (30) days after its occurrence; and/or (6) Lessee abandons the premises.

Should any such event of default occur, the Lessee shall pay all costs, charges and expenses, including reasonable attorneys' fees, whether or not an action or proceeding be brought, incurred or paid by the Lessors because of such default, for the collection of the sums

due hereunder or to protect the security or enforce the performance of any obligation of the Lessee contained herein. For the enforcement of the rights of the Lessors hereunder, the Lessors shall have all of the rights and remedies of a Lessors or Lessors under the laws of the State of Florida, as well as any and all other rights and remedies available to Lessors under any other applicable law, including, without limitation, the right to evict or eject Lessee from the Leased Premises, the right to declare the entire balance of the rent herein reserved for the remainder of the term to be due and payable immediately without notice, and to collect the same by attachment, distress or otherwise. In the event of any such default or breach hereunder, the Lessors may resort to any of its remedies and rights provided by the laws of the State of Florida, and the adoption of any one or more of such remedies or rights shall not necessarily prevent the enforcement of others concurrently and thereafter. The Lessee hereby covenants that it will not remove its property from the Leased Premises without the Lessors' written consent while the Lessors shall have any outstanding rights against the Lessee in accordance with the terms of this Lease or the laws of the State of Florida. It is understood and agreed that in addition to the statutory lien for rent which Lessors has, the Lessors shall also have an express lien upon all the furniture, fixtures, equipment, goods and chattels of Lessee which may be brought or put on said premises as security for the payment of rent and additional rent as herein reserved. Lessee agrees that Lessors' lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessors.

In the event of any breach of this Lease by Lessee, Lessors, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Lessors shall provide notice to Lessee that Lessee's personal property is being held pursuant to Lessors' lien rights, and if the dispute is not resolved within thirty (30) days of such notice, Lessors shall have the right to sell or otherwise dispose of any such property and apply the proceeds toward any amounts due from Lessee. Should Lessors elect to re-enter, as herein provided, or should Lessors take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessors may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessors, in the sole discretion of Lessors, may deem advisable with the right to make alterations and repairs to the demised premises. On each such re-letting: (a) Lessee shall be immediately liable to pay to Lessors, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting (including without limitation broker's commissions, advertising costs, and cleaning and remodeling expenses) and of such alterations and repairs, incurred by Lessors, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of Lessors, rents received by Lessors from such re-letting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessors; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessors and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Lessors by the new Lessee, or if such rentals received

from such re-letting under option (b) hereof during any month is less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessors. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the demised premises by Lessors shall be construed as an election on the part of Lessors to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessors may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessors at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessors may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessors.

22. **LESSORS' RIGHT TO PERFORM.** In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of thirty (30) days after written notice from Lessors specifying the nature of the act or thing to be done or performed, then Lessors may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the demised premises for such purposes, if Lessors shall so elect), and Lessors shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessors on demand the entire expense thereof, including compensation to the agents and employees of Lessors. Any act or thing done by Lessors pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of Lessors, hereunder or otherwise. All amounts payable by Lessee to Lessors under any of the provisions of this Lease, if not paid when the same become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of twelve (12%) percent per annum, compounded annually.

23. **EFFECT OF EMINENT DOMAIN.**

a. **Effect of Total Condemnation.** In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall thereupon be released from any liability thereafter accruing hereunder.

b. **Effect of Partial Condemnation.** In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, either party shall have the right to terminate this Lease as of the date of such taking on of written notice of such termination to the other party within thirty (30) days, with said termination being the date that possession is surrendered to the condemnor. If neither party elects to terminate, the rent thereafter to be paid shall be equitably reduced as determined by Lessors, and any such determination shall be final.

c. **Other Eminent Domain Taking.** If any part of the building or real property other than the premises is so taken or appropriated, or is purchased by the condemnor in lieu thereof, Lessors shall have the right at its option to terminate this Lease upon thirty (30) days written notice to Lessee given within sixty (60) days after the date that possession is surrendered to the condemnor. Lessee shall be entitled to receive all portions of any condemnation award or settlement which is attributable to Lessee's moving costs or the unamortized portion of any Lessee improvements that were approved by Lessors and paid for by Lessee other than through payments in any form, including rent, to the Lessors. The Lessors shall be entitled to receive all other portions of any condemnation award or settlement.

24. **NON-WAIVER.** The waiver by Lessors of, or the failure of Lessors to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessors shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessors' knowledge of such preceding breach at the time of acceptance of such rent.

25. **FIRST RIGHT OF REFUSAL:** The Lessors grants unto Lessee a right of first refusal to purchase the entire parcel of real property, which is the subject of this Lease Agreement, and all improvements thereon, upon the terms and conditions set forth in the Right of First Refusal to Purchase attached hereto and incorporated herein by this reference and marked as "Exhibit A."

26. **EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this Lease, with consent of Lessors, shall be construed to be a tenancy from month to month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

27. **REMOVAL OF PROPERTY.** All improvements made by Lessee to the premises which are so attached to the premises so that they cannot be removed without injury to the premises, shall become the property of Lessors upon installation. Not later than the last day of the Lease term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessors, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors or licensees. All property of Lessee remaining on the premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessors, and Lessee shall reimburse Lessors for the cost of such removal.



28. **PARTIES BOUND.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

29. **TIME OF THE ESSENCE.** Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof, including all exhibits.

30. **SECTION CAPTIONS.** The captions appearing under the Section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

31. **FORUM.** Pinellas County, Florida, shall be the forum for any litigation between the parties over the subject matter of this Lease.

32. **VENUE.** This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Florida without regard to conflict of laws principles. The sole and exclusive venue for all disputes arising out of or relating in any way to this Agreement shall be in the State/County Courts in St. Petersburg, Pinellas County, Florida. The parties consent to the personal jurisdiction and venue of such courts and further consent that any process, notice of motion or other application to such courts or a judge thereof may be served outside the State of Florida by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this Agreement or Lessee's use or occupancy of the Premises.

33. **ENTIRE AGREEMENT.** No representations or promises shall be binding upon the parties hereto except those representations and promises contained herein or in some future writing signed by the parties hereto. It is specifically understood and agreed that all prior leases or other agreements between the parties hereto, or their predecessors in title with respect to the premises or any portion thereof, shall be null and void and shall be superseded by this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Signed, sealed and delivered

in the presence of:

*[Handwritten Signature]*  
(Witness to sign on line above)

CARLA TURNER-HAHN  
(Witness to print name on line above)

LESSORS:

GEOFFREY & JENNIFER VOIGT

*[Handwritten Signature]*  
BY: GEOFFREY VOIGT

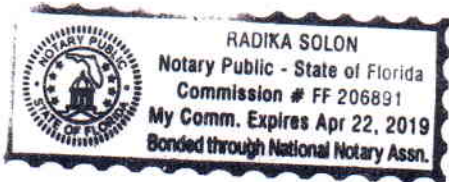
STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2016, by Geoffrey Voigt, who is personally known to me, or who have produced a Florida driver's license or identification card, or who have produced \_\_\_\_\_ as identification.

My commission expires:

*[Handwritten Signature]*  
(Signature of Notary Public on line above)

RADIKA SOLOW  
(Print Name of Notary Public on line above)



(NOTARY SEAL)

Signed, sealed and delivered

in the presence of:

*Carla Turner-Hahn*  
(Witness to sign on line above)

CARLA TURNER-HAHN  
(Witness to print name on line above)

LESSORS:  
GEOFFREY & JENNIFER VOIGT

*Jennifer Voigt*  
BY: JENNIFER VOIGT

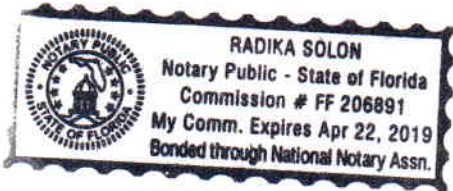
STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2016, by Jennifer Voigt, who is personally known to me, or who have produced a Florida driver's license or identification card, or who have produced \_\_\_\_\_ as identification.

My commission expires:

*Radika Solon*  
(Signature of Notary Public on line above)

RADIKA SOLON  
(Print Name of Notary Public on line above)



(NOTARY SEAL)

Signed, sealed and delivered  
in the presence of:

[Handwritten Signature]  
(Witness to sign on line above)

LESSEE:  
CREATIVE CLAY, INC.

Kimberly M Dohrman  
BY: KIMBERLY DOHRMAN  
As its CEO

HAL FREDMAN  
(Witness to print name on line above)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of December, 2016, by Kimberly Dohrman, who is personally known to me, or who has produced a Florida driver's license or identification card, or who have produced \_\_\_\_\_ as identification.

My commission expires: 09/07/2020

Martianne K. Miller  
(Signature of Notary Public on line above)

Martianne K. Miller  
(Print Name of Notary Public on line above)

(NOTARY SEAL)



**Exhibit A**

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**RIGHT OF FIRST REFUSAL TO PURCHASE**

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This Right of First Refusal to Purchase is entered into on this the 1<sup>st</sup> day of March, 2017, by and between Geoffrey & Jennifer Voigt (“Lessors”) and, Creative Clay, Inc. (“Lessee”).

---

**WITNESSETH**

---

WHEREAS,

(a) Lessors shall not, at any time prior to the expiration of the term of this Lease, or any extension thereof, sell the Premises, or any interest therein, without first giving written notice thereof to Lessee, which notice is hereinafter referred to as “Notice of Sale”.

(b) The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a copy of the bona fide offer and counteroffer, if any, duly executed by both Lessors and the prospective purchaser.

(c) For a period of twenty-one (21) calendar days after receipt by Lessee of the Notice of Sale, Lessee shall have the right to give written notice to Lessors of Lessee’s exercise of Lessee’s right to purchase the Premises, the interest therein proposed to be sold, or the property of which the Premises are a part, on the same terms, price and conditions as set forth in the Notice of Sale. In the event that Lessors does not receive written notice of Lessee’s exercise of the right herein granted within said 21-day period, there shall be a conclusive presumption that Lessee has elected NOT to exercise Lessee’s right hereunder, and Lessors may complete the sale to the prospective purchaser, on the same terms set forth in the Notice of Sale.

(d) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, Lessors and the prospective purchaser modify by more than 5%, (i) the sales price, or (ii) the amount of down payment, or if there is a material change in any seller financing offered, or in the event that the sale is not consummated within 180 days of the date of the Notice of Sale, then Lessee’s right of first refusal shall reapply to said transaction.


(e) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, the proposed transfer or sale is not consummated, the Lessee’s right of first refusal shall apply to any subsequent transaction. If, however, said transfer or sale is, in fact, completed, then said right shall be extinguished and shall not apply to any subsequent transactions.

(f) Notwithstanding the above, this right of first refusal is intended to apply only to voluntary transfers involving third party transferees. This right of first refusal shall not, therefore, apply: where the Premises are taken by eminent domain or sold under threat of condemnation, to inter-family or inter-ownership transfers, to transfers by Lessors to a trust created by Lessors, or, if Lessors is a trust, to transfers to a trust beneficiary.

(g) NOTE: This right of first refusal cannot be exercised: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent that is due and payable is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee has been determined to be in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more good faith notices of actual Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the right of first refusal.

**ACKNOWLEDGMENT OF EXHIBIT A:**

LESSORS: GEOFFREY & JENNIFER VOIGT

  
\_\_\_\_\_  
GEOFFREY VOIGT

  
\_\_\_\_\_  
JENNIFER VOIGT

LESSEE: CREATIVE CLAY, INC.

By: \_\_\_\_\_  
KIMBERLY DOHRMAN, ITS CEO

(f) Notwithstanding the above, this right of first refusal is intended to apply only to voluntary transfers involving third party transferees. This right of first refusal shall not, therefore, apply: where the Premises are taken by eminent domain or sold under threat of condemnation, to inter-family or inter-ownership transfers, to transfers by Lessors to a trust created by Lessors, or, if Lessors is a trust, to transfers to a trust beneficiary.

(g) NOTE: This right of first refusal cannot be exercised: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent that is due and payable is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee has been determined to be in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more good faith notices of actual Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the right of first refusal.

**ACKNOWLEDGMENT OF EXHIBIT A:**

LESSORS: GEOFFREY & JENNIFER VOIGT

\_\_\_\_\_  
GEOFFREY VOIGT

\_\_\_\_\_  
JENNIFER VOIGT

LESSEE: CREATIVE CLAY, INC.

By:   
\_\_\_\_\_  
KIMBERLY DOHRMAN, ITS CEO

The bid below from *LRD fencing* does not account for removing brush & vegetation, trimming back trees and cleaning up the area to ensure a long lifetime for the fence. This bid was submitted 9-11-2023

**LRDfencing**

31085 US Hwy 19 N  
Palm Harbor, FL 34684  
+1 7276779992  
lrdfencing@gmail.com



**Estimate**

ADDRESS  
Shane Hoffman  
1846 1st ave S  
St Petersburg, fl

ESTIMATE 13203  
DATE 09/11/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Vinyl 6'	6 ft. H x 6 ft. W Vinyl Privacy Fence/ft Installed Color: White 60lb Concrete per post"	110	28.50	3,135.00
	1 Year warranty on labor	1 Year warranty on labor	1	0.00	0.00
	Limited Life Time Vendor Warranty On Fence	Limited Life Time Vendor Warranty On Fence	1	0.00	0.00

TOTAL **\$3,135.00**

Accepted By

Accepted Date



The bid below from *Not So Odd Jobs* accounts for removing brush & vegetation, trimming back trees and cleaning up the area in order to make sure the fence lasts for its full lifetime. This is why there is such a cost discrepancy with the above estimate. It was submitted 9-28-2023.

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## Not So Odd Jobs

4150 3rd Ave N  
St. Petersburg FL, 33713  
(941)447-2721

# Expense Report

Estimate Creative Clay

Category	Description	Notes	Amount
Supplies	Posts (20 in total)	<a href="#">Vinyl Fence posts</a>	\$1,070.00
Supplies	White Vinyl Fence Panels	<a href="#">Vinyl Fence Panels</a>	\$1,632.00
Supplies	50lb Quick setting concrete. 1.5 bags per hole.	<a href="#">Link to Concrete</a>	\$204.00
Labor	Removal of palms + plants	There are many over grown plants along the border that are going to damage the vinyl fence over time, we will be cutting these back or completely removing them when we can	\$0.00
Labor	Installation of fence		\$3,100.00

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**\$6,006.00**

Signature

Date

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# ESTIMATE

## Prepared For

Creative Clay  
1846 1st Ave. S  
St.Petersburg, Florida 33712  
(813) 748-7142

## Sunshine Sod and Landscaping

401 E Jackson St. Suite 2340  
Tampa, Florida 336026  
Phone: (813) 845-0775  
Email: sunshinesod@yahoo.com  
Web: sunshinesodandlandscaping.com

Estimate # 999  
Date 09/29/2023

## Description

## Total

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Submersible Pump & Channel drain system	\$5,500.00
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Submersible Pump: 3k installed

(1) Zoller brand M58

-½Hp commercial grade

Moves 65GPM, this system allows us to control water at a rapid pace without depending on gravity.

-Catch basin serves as housing unit to receive water

From Channel drain system.

-Check flow valve to prevent water from entering back into system.

\*\*\* (A traditional French drain will not work as the grade of the property meets the building simply put gravity is against you so a pumping mechanism is needed, not enough downward trajectory to move high volumes of water during torrential downpour w/traditional drain)

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Channel Drain system: 2.5k installed

-4" Corrugated pipe (solid)

-4" Channel Drain to be cut in concrete @ the length of the door & sit flush with walkway to pick-up immediate surface water funneling it through the system.

-1½ pvc pipe to channel water to our desired location

-Pop-up emitter to properly disperse water.

\*(Water travels from Channel drain through corrugated pipe into sump pump pit then disperses through 1½ pvc to pop-up emitter)

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5 year manufacturer warranty on Submersible pump/1 year free service calls/Zero maintenance system.

<b>Subtotal</b>	\$5,500.00
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<b>Total</b>	<b>\$5,500.00</b>
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Creative Clay

## Not So Odd Jobs

4150 3rd Ave N  
St. Petersburg FL, 33713  
(941)447-2721

# Expense Report

### Creative Clay

1846 1st Avenue S. St. Petersburg Florida 33712  
September 25, 2023

Category	Description	Notes	Amount
Supplies	Basins + Downspout attachments + hardware	Each accesible downspout on the building gets a catch basin and 2-10ft sections of PVC pipe wrapped in a special fabric surrounded by drainage rock, either crushed concrete or granite or another available aggregate.	\$1,147.60
Supplies	Drainage Rock + Delivery	Usually a granite or crushed concrete or lime stone aggregate. I'm anticipating buying 5 yards worth of material. The cost associated with the stone also covers delivery of material.	\$1,000.00
Supplies	4-6in PVC pipes + Fabric + Silicone +	On the property I accounted for 8 french drains, one on each accesible downpout. Each downspout would recieve its own catch basin along with a 10ft long run of PVC piping wrapped in a fabric that stops larger sediment from entering the pipe.	\$1,161.45

<b>Supplies</b>	Trencher rental	Rental of large trenching machine to make initial cuts into the earth	\$991.00
<b>Labor</b>	Installation of drainage devices	Each drain would be installed underneath each available downspout. After inspection, 8 downspouts were located that had potential for a french drain. If Creative Clay or the owner of the building decide against all 8 french drains, there is a possibility of installing x amount of french drains at a range cost of 1100-1500\$ per drain depending on location and site difficulty .	\$4,100.00

Notes: At each corner of the building there are accessible downspouts that would make for a great french drain. Also on the walls facing the interior courtyard where parking and outside activities take place has 3 additional downspouts that make for great candidates for this project, and along the back wall that faces the alley has two additional downspouts that make for great french drain project areas.

**\$8,400.05**

**Signature**

**Date**

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**Pinellas Community Foundation  
Grant Application  
Applicant Board of Directors List**

**Organization Name:** CREATIVE CLAY

**How many times does your board meet per calendar year?** 12 TIMES

Name	Board Position	Lives/Works in Pinellas County? (Y/N)	12-Month Meeting Attendance Rate*
Sean Kennedy	President	y	100%
Anne Pollack	Secretary	y	83%
Julie Kessel	Treasurer	y	100%
Hal Freedman		y	92%
Tim Chruch		y	75%
Natalie Fisher		y	100%
Page Garrison		y	67%
Lauren Hanley		y	100%
Shelby Meaders		y	100%
Derek Berset		y	92%
Bridget Bryson		y	100%



**Return of Organization Exempt From Income Tax**

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

**2022**

Department of the Treasury  
Internal Revenue Service

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.

**Open to Public Inspection**

**A For the 2022 calendar year, or tax year beginning** , 2022, and ending , 20

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

**C** Name of organization **Creative Clay, Inc.**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
 1846 1st Ave South  
 City or town, state or province, country, and ZIP or foreign postal code  
 Saint Petersburg, FL 33712

**D** Employer identification number  
59-3338595

**E** Telephone number  
(727) 825-0515

**F** Name and address of principal officer:  
Kim Dohrman, 1846 1st Ave S, St Petersburg, FL 33712

**G** Gross receipts \$ 611,582.

**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: N/A

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

**L** Year of formation: 1995

**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>Our mission is to help people with disabilities achieve full and inclusive lives through access to the arts by providing expressive, educational and vocational experiences.</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>	11
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	11
	<b>5</b>	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<b>5</b>	19
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	28
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	0.
<b>b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	0.	
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h)	Prior Year 301,266.	Current Year 322,021.
	<b>9</b>	Program service revenue (Part VIII, line 2g)	156,383.	268,461.
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		431.
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	4,647.	8,797.
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	462,296.	599,710.
<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)		
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	254,735.	333,030.
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)		
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25)	73,051.	
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	154,811.	204,679.
<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	409,546.	537,709.	
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	52,750.	62,001.	
<b>Net Assets or Fund Balances</b>	<b>20</b>	Total assets (Part X, line 16)	Beginning of Current Year 411,641.	End of Year 480,133.
	<b>21</b>	Total liabilities (Part X, line 26)	14,601.	21,181.
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	397,040.	458,952.

**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: Kim Dohrman, CEO  
 Date: 04/22/2023  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: Jodi Chemes  
 Preparer's signature: Jodi Chemes  
 Date: 05/15/2023  
 Check  if self-employed PTIN: P01060809  
 Firm's name: Jodi Chemes CPA PLLC  
 Firm's EIN: 45-1634164  
 Firm's address: 4116 8th Ave S Unit A, St. Petersburg, FL 33711  
 Phone no.: (727) 237-6223

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:

Our mission is to help people with disabilities achieve full and inclusive lives through access to the arts by providing expressive, educational and vocational experiences.

**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 \$ 377,049. including grants of \$ 0.) (Revenue \$ 243,047.)

Research suggests that exposure and inclusion of individuals with disabilities within the general population improves outcomes in a variety of domains, including access to health care, employment, decreased isolation, improved community safety and decreased abuse. At Creative Clay, artists with disabilities receive training and participate in a vocation as professional artists alongside other working artists. We provide the individuals we serve with a sense of belonging and connection to St. Petersburg's arts community. Research further indicates that exposure is not enough to reduce prejudice toward individuals with disabilities; the quality of interaction significantly affects the attitudes of the public. When a Creative Clay member artist goes into the community, they do  
See Part III, Ln 4a statement

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

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

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

**4e** Total program service expenses 377,049.

**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>	<b>1</b> X	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions . . . . .	<b>2</b> X	
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>	<b>11a</b> X	
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E . . . . .</i>		X
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<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>		X
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>		X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .		
<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>		X

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 covering various organizational requirements and reporting obligations.

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 [ ]

Table with 3 columns: Question, Yes, No. Rows 1a-1c regarding Form 1096, W-2G forms, and backup withholding rules.

<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>	19
<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>	X
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>	X
<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>	X
<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>	X
<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>	X
<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>	X
<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>	X
<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>	X
<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>	X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>	X
<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>	X
<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> 11		
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
	<b>1b</b> 11		
<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? . . . . .		X
<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? . . . . .		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
<b>6</b>	Did the organization have members or stockholders? . . . . .		X
<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? . . . . .		X
<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? . . . . .		X
<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? . . . . .	X	
<b>b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	X	
<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 . . . . .		X

**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? . . . . .		X
<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? . . . . .	X	
<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 . . . . .	X	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	X	
<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 . . . . .	X	
<b>12c</b>		X	
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .	X	
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .	X	
<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 . . . . .	X	
<b>b</b>	Other officers or key employees of the organization . . . . .		X
	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? . . . . .		X
<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 \_\_\_\_\_
- 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.  
 Jodi Chemes, 4116 8th Ave S, Saint Petersburg, FL 33711 (727)237-6223

**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			
(1) Sean Kennedy President	1.00	X						0.	0.	0.
(2) Manny Rosario VP	1.00	X						0.	0.	0.
(3) Anne Q. Pollack Secretary	1.00	X						0.	0.	0.
(4) Susan Farias Board Member	1.00	X						0.	0.	0.
(5) Hal Freedman Board Member	1.00	X						0.	0.	0.
(6) Page Garrison Board Member	1.00	X						0.	0.	0.
(7) Lauren Hanley Board Member	1.00	X						0.	0.	0.
(8) Julie Kessel, M.D. Board Member	1.00	X						0.	0.	0.
(9) Natalie Fisher Board Member	1.00	X						0.	0.	0.
(10) Tim Church Board Member	1.00	X		X				0.	0.	0.
(11) Kim Dohrman CEO	40.00			X	X	X		52,583.	0.	0.
(12)										
(13)										
(14)										

**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			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>							52,583.	0.	0.	
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>							52,583.	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

	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>		X
<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>		X
<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>		X

**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

**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



**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>					
	<b>b</b>	Membership dues . . . . .	<b>1b</b>					
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>					
	<b>d</b>	Related organizations . . . . .	<b>1d</b>					
	<b>e</b>	Government grants (contributions)	<b>1e</b>	94,749.				
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	227,272.				
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b>	\$				
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .		322,021.				
	<b>Program Service Revenue</b>	<b>2a</b>	Fees for services . . . . .	Business Code	900099	244,262.	244,262.	0.
<b>b</b>		Art sales . . . . .	900099	21,564.	21,564.	0.	0.	
<b>c</b>		Thrift store sales . . . . .	900099	2,635.	2,635.	0.	0.	
<b>d</b>		-----						
<b>e</b>		-----						
<b>f</b>		All other program service revenue . .						
<b>g</b>		<b>Total.</b> Add lines 2a-2f . . . . .		268,461.				
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .		431.	431.	0.	0.	
	<b>4</b>	Income from investment of tax-exempt bond proceeds						
	<b>5</b>	Royalties . . . . .						
	<b>6a</b>	Gross rents . . . . .	<b>6a</b>	(i) Real				
				(ii) Personal				
	<b>b</b>	Less: rental expenses	<b>6b</b>					
	<b>c</b>	Rental income or (loss)	<b>6c</b>					
	<b>d</b>	Net rental income or (loss) . . . . .						
	<b>7a</b>	Gross amount from sales of assets other than inventory	<b>7a</b>	(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>					
	<b>d</b>	Net gain or (loss) . . . . .						
<b>8a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . .	<b>8a</b>	20,669.					
<b>b</b>	Less: direct expenses . . . . .	<b>8b</b>	11,872.					
<b>c</b>	Net income or (loss) from fundraising events . . . . .		8,797.		0.	8,797.		
<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>10a</b>						
<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>	<b>11a</b>	-----	Business Code					
	<b>b</b>	-----						
	<b>c</b>	-----						
	<b>d</b>	All other revenue . . . . .						
	<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .						
<b>12</b>	<b>Total revenue.</b> See instructions . . . . .		599,710.	268,892.	0.	8,797.		

**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				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
<b>4</b> Benefits paid to or for members				
<b>5</b> Compensation of current officers, directors, trustees, and key employees	52,839.	13,210.	13,210.	26,419.
<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)				
<b>7</b> Other salaries and wages	256,165.	203,007.	23,216.	29,942.
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
<b>9</b> Other employee benefits				
<b>10</b> Payroll taxes	24,026.	16,818.	3,844.	3,364.
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management				
<b>b</b> Legal	7,416.	0.	7,416.	0.
<b>c</b> Accounting	10,125.	0.	10,125.	0.
<b>d</b> Lobbying				
<b>e</b> Professional fundraising services. See Part IV, line 17				
<b>f</b> Investment management fees				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	3,795.	290.	3,505.	0.
<b>12</b> Advertising and promotion	6,694.	1,250.	772.	4,672.
<b>13</b> Office expenses	8,972.	8,407.	0.	565.
<b>14</b> Information technology				
<b>15</b> Royalties				
<b>16</b> Occupancy	58,652.	52,787.	5,865.	0.
<b>17</b> Travel	65.	65.	0.	0.
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials				
<b>19</b> Conferences, conventions, and meetings				
<b>20</b> Interest				
<b>21</b> Payments to affiliates				
<b>22</b> Depreciation, depletion, and amortization	4,463.	2,232.	2,231.	0.
<b>23</b> Insurance	13,167.	5,016.	7,422.	729.
<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> Program personnel	12,001.	12,001.	0.	0.
<b>b</b> Bldg maintenance & supplies	28,669.	26,010.	2,659.	0.
<b>c</b> Training/Screening	1,643.	345.	1,298.	0.
<b>d</b> Licenses & Permits	275.	0.	70.	205.
<b>e</b> All other expenses	48,742.	35,611.	5,976.	7,155.
<b>25</b> Total functional expenses. Add lines 1 through 24e	537,709.	377,049.	87,609.	73,051.
<b>26</b> Joint costs. 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 . . . . .	281,970.	<b>1</b>	329,827.
	<b>2</b> Savings and temporary cash investments . . . . .	8,011.	<b>2</b>	8,014.
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>	
	<b>4</b> Accounts receivable, net . . . . .	28,835.	<b>4</b>	44,103.
	<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>	
	<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>	
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	6,700.	<b>9</b>	13,682.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 152,849.		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 68,342.	86,125.	<b>10c</b> 84,507.
	<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) . . . . .		411,641.	<b>16</b>	480,133.
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	14,601.	<b>17</b>	21,181.
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	
	<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>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>24</b>	
	<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 . . . . .		14,601.	<b>26</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	382,451.	<b>27</b>	450,696.
	<b>28</b> Net assets with donor restrictions . . . . .	14,589.	<b>28</b>	8,256.
	<b>Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
	<b>32</b> Total net assets or fund balances . . . . .	397,040.	<b>32</b>	458,952.
<b>33</b> Total liabilities and net assets/fund balances . . . . .	411,641.	<b>33</b>	480,133.	

**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>	599,710.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	537,709.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	62,001.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	397,040.
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</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>	459,041.

**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 type="checkbox"/> Cash <input checked="" 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	X	
<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 checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
<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.	X	
<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? . . . . .		X
<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 .		

## Additional Information From Form 990: Return of Organization Exempt from Income Tax

Form 990: Return of Organization Exempt from Income Tax  
Form 990, Page 2, Part III, Line 4a (continued)

Continuation Statement

Description
so as representatives of our organization and professionals with a unique perspective to share. Our member artists market their work at gallery openings, partner exhibits, on radio and television shows, fundraisers, art festivals and other collaborative community events, and they receive a 50% commission for every piece of artwork they sell.
Creative Clay has provided local artists with disabilities, as well as people in healthcare settings, the opportunity for expressive, educational, and vocational arts experiences since 1995. The organization's wide range of innovative programs and special events celebrate community and the richness of our local and regional arts.
Creative Clay's daily studio and outreach programs serve over 100 unique individuals per year between the ages of 6 and 80. We estimate that approximately 2500 individuals within the community are impacted by our organization's gallery openings, festivals, workshops, and collaborative exhibits and events. 80% of the individuals who attend our daily programs have physical, cognitive and/or mental health disabilities, but all have expressed a desire to learn how to create art, hone existing art skills, work toward creating art that is gallery ready, market their art, speak with gallery visitors about their art, advocate for themselves as an individual in society who has a disability, and dispel myths that exist surrounding those with disabilities. Our seven programs include Community Arts, Transition, Creative Care, Artlink Apprenticeship, Summer Youth Arts Camp, Summer Studio and Open Studio.

**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>Creative Clay, Inc.</b>	Employer identification number <b>59-3338595</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.") . . . . .	267,299.	100,892.	316,375.	301,267.	227,272.	1,213,105.
<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 . . . . .	267,299.	100,892.	316,375.	301,267.	227,272.	1,213,105.
<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						1,213,105.

**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 . . . . .	267,299.	100,892.	316,375.	301,267.	227,272.	1,213,105.
<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						1,213,105.
<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>	100 %
<b>15</b> Public support percentage from 2021 Schedule A, Part II, line 14 . . . . .	<b>15</b>	100 %
<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 checked="" 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.")						
<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 . . . .						
<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 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						
<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 . . . . .						
<b>c</b> Add lines 7a and 7b . . . . .						
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						

**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 . . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on . . . . .						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						

**14 First 5 years.** 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 **stop here** . . . . .

**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>	%
<b>16</b> Public support percentage from 2021 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

**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>	%
<b>18</b> Investment income percentage from <b>2021</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	%

**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
<b>1</b> 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>		
<b>2</b> 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>		
<b>3a</b> 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>		
<b>b</b> 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>		
<b>c</b> 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>		
<b>4a</b> 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>		
<b>b</b> 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>		
<b>c</b> 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>		
<b>5a</b> 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>		
<b>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?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> 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>		
<b>7</b> 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>		
<b>8</b> 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>		
<b>9a</b> 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>		
<b>b</b> 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>		
<b>c</b> 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>		
<b>10a</b> 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>		
<b>b</b> 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>		
		Yes	No
<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).		





Schedule B (Form 990)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization

Creative Clay, Inc.

Employer identification number

59-3338595

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)( 3 ) (enter number) organization

[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

[ ] 527 political organization

Form 990-PF

[ ] 501(c)(3) exempt private foundation

[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . \$ \_\_\_\_\_

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

Creative Clay, Inc.

Employer identification number

59-3338595

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	David Ramsdell 4750 Ocean Blvd Ste 302 Sarasota FL 34242	\$ 10,100.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Hal Freedman & Willi Rudowsky 1 Beach Drive SE #2705 Saint Petersburg FL 33701	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Duke Energy 299 1st Ave N Saint Petersburg FL 33701	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Pinellas Community Foundation 17755 US Hwy 19 N #150 Clearwater FL 33764	\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Anonymous 830 North Shore Drive NE Saint Petersburg FL 33701	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Legends Hospitality 61 Broadway Suite 2400 New York NY 10006	\$ 11,147.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization <b>Creative Clay, Inc.</b>	Employer identification number <b>59-3338595</b>
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**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	Kimmins Terrier Foundation 1502 E 2nd Ave Tampa FL 33605	\$ 18,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	Juliann Cronin 1100 Pinellas Bayway S Tierra Verde FL 33715	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	Anonymous 1001 62nd St S Saint Petersburg FL 33707	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization <b>Creative Clay, Inc.</b>	Employer identification number <b>59-3338595</b>
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**Part II** **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) <small>(See instructions.)</small>	(d) Date received
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----

Name of organization <b>Creative Clay, Inc.</b>	Employer identification number <b>59-3338595</b>
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**Part III** **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) \$ \_\_\_\_\_  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

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: Creative Clay, Inc. Employer identification number: 59-3338595

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 include total number at end of year, aggregate value of contributions, grants, and end of year, and two Yes/No questions regarding donor advisement.

Part II Conservation Easements.

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

Form for Part II Conservation Easements. Includes questions about purpose of easements, total number and acreage, and monitoring expenses. Includes a table for 'Held at the End of the Tax Year' with rows 2a, 2b, 2c, and 2d.

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 for Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Includes questions about reporting works of art and historical treasures, and a table for reporting revenue and assets.

**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				
<b>b</b> Buildings				
<b>c</b> Leasehold improvements	94,375.		42,197.	52,178.
<b>d</b> Equipment	58,474.		26,145.	32,329.
<b>e</b> Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				84,507.

**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 .





**SCHEDULE O  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

Creative Clay, Inc.

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

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

Attach to Form 990 or Form 990-EZ.

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

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Employer identification number

59-3338595

Pt VI, Line 4: Board members approve the Executive Directors compensation based  
on salaries at comparable size nonprofits.

Pt VI, Line 11b: Form 990 is emailed to all Board Members for review prior to  
filing.

Pt VI, Line 12c: All decisions are discussed at Board meetings and those with  
conflicts are not permitted to vote.

Pt VI, Line 15a: Board members approve the Executive Director's compensation  
based on salaries at comparable size nonprofits.

Other: Volunteer Hours using independent sector 2022 rate of \$19.95 yields a  
total volunteer amount of \$18,700 for 2022. Total hours were 489.5 for studio  
volunteers and 202.5 for thrift store volunteers.



# Federal Depreciation Options

**2022**

G Keep for your records

Name as Shown on Return  
**Creative Clay, Inc.**

Employer Identification No.  
**59-3338595**

## MACRS Convention

Compute convention (result shown below)

When 'Compute convention' is checked, the program determines which convention applies to MACRS personal property assets placed in service in 2022, and checks the appropriate box below. The program uses the 'Half-year convention' unless the 'Mid-quarter convention' box is checked.

1  Half-year convention

2  Mid-quarter convention

## MACRS Computation

Use IRS tables for all MACRS property placed in service this year? . . . . .  Yes  No  
 Treat all MACRS assets for this activity as qualified Indian reservation property? . . . . .  Yes  No  
 Treat all assets acquired after Aug 27, 2005 as qualified GO Zone property? . . .  Reg  Ext  No  
 Treat all assets acquired after May 4, 2007 as  
 qualified Kansas Disaster Zone property? . . . . .  Yes  No  
 Was this business located in a Qualified Disaster Area? . . . . .  Yes  No

## Form 990-T Section 179 Information

1 Taxable income computed without the Section 179 or contribution deduction . .	<b>1</b>	
2 Contribution deduction for purposes of Section 179 limitation . . . . .	<b>2</b>	
3 Taxable income computed for the Section 179 limitation . . . . .	<b>3</b>	
4 Elect to treat Qualified Real Property as "Section 179 Property" . . . . .	<b>4</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5 a Calculated "Total cost of Section 179 property placed in service" . . . . .	<b>5 a</b>	
b Additions or subtractions to calculated value . . . . .	<b>b</b>	
6 Section 179 carryover from 2021 to 2022 . . . . .	<b>6</b>	

Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury Internal Revenue Service

Go to www.irs.gov/Form4562 for instructions and the latest information.

Attach to your tax return.

Name(s) shown on return Creative Clay, Inc.

Business or activity to which this form relates Form 990 / Form 990EZ

Identifying number 59-3338595

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 13 rows for Part I. Columns include line numbers and descriptions of property and costs. Line 13 contains the value 13.

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

Table with 3 rows for Part II. Columns include line numbers and descriptions of depreciation allowances.

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

Table with 2 rows for Section A. Line 17 contains the value 3,410.

Section B—Assets Placed in Service During 2022 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 3-year, 5-year, 7-year, 10-year, 15-year, 20-year, 25-year property, and residential/nonresidential rental property.

Section C—Assets Placed in Service During 2022 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Recovery period, (c) Convention, (d) Method. Rows include 12-year, 30-year, and 40-year class life.

Part IV Summary (See instructions.)

Table with 3 rows for Part IV. Line 22 contains the value 4,463.

**Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)**

<b>24a</b> Do you have evidence to support the business/investment use claimed? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>						<b>24b</b> If "Yes," is the evidence written? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>			
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost	
<b>25</b> Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions . . . . . <b>25</b>									
<b>26</b> Property used more than 50% in a qualified business use:									
2019 Transiworks SmartAccess 350	07/05/2019	100%	8,554.	8,554.	5.00	200 DB-HY	1,053.		
		%							
		%							
<b>27</b> Property used 50% or less in a qualified business use:									
		%				S/L -			
		%				S/L -			
		%				S/L -			
<b>28</b> Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 . . . . . <b>28</b>							1,053.		
<b>29</b> Add amounts in column (i), line 26. Enter here and on line 7, page 1 . . . . . <b>29</b>									

**Section B—Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>30</b> Total business/investment miles driven during the year ( <b>don't</b> include commuting miles) . . . . .												
<b>31</b> Total commuting miles driven during the year . . . . .												
<b>32</b> Total other personal (noncommuting) miles driven . . . . .												
<b>33</b> Total miles driven during the year. Add lines 30 through 32 . . . . .												
<b>34</b> Was the vehicle available for personal use during off-duty hours? . . . . .												
<b>35</b> Was the vehicle used primarily by a more than 5% owner or related person? . . . . .												
<b>36</b> Is another vehicle available for personal use? . . . . .												

**Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons. See instructions.

<b>37</b> Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees? . . . . .	<b>Yes</b>	<b>No</b>
<b>38</b> Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners . . . . .		
<b>39</b> Do you treat all use of vehicles by employees as personal use? . . . . .		
<b>40</b> Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received? . . . . .		
<b>41</b> Do you meet the requirements concerning qualified automobile demonstration use? See instructions . . . . .		

**Note:** If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
<b>42</b> Amortization of costs that begins during your 2022 tax year (see instructions):					
<b>43</b> Amortization of costs that began before your 2022 tax year . . . . . <b>43</b>					
<b>44 Total.</b> Add amounts in column (f). See the instructions for where to report . . . . . <b>44</b>					

# IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2022, or fiscal year beginning \_\_\_\_\_, 2022, and ending \_\_\_\_\_, 20\_\_\_\_\_

# 2022

Department of the Treasury  
Internal Revenue Service

**Do not send to the IRS. Keep for your records.**  
Go to [www.irs.gov/Form8879TE](http://www.irs.gov/Form8879TE) for the latest information.

Name of filer <b>Creative Clay, Inc.</b>	EIN or SSN <b>59-3338595</b>
Name and title of officer or person subject to tax <b>Kim Dohrman, CEO</b>	

## Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

<b>1a</b> Form 990 check here . . . <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) . . .	<b>1b</b> <u>599,710.</u>
<b>2a</b> Form 990-EZ check here . . . <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) . . . . .	<b>2b</b> _____
<b>3a</b> Form 1120-POL check here . . . <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) . . . . .	<b>3b</b> _____
<b>4a</b> Form 990-PF check here . . . <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part V, line 5) . . .	<b>4b</b> _____
<b>5a</b> Form 8868 check here . . . <input type="checkbox"/>	<b>b Balance due</b> (Form 8868, line 3c) . . . . .	<b>5b</b> _____
<b>6a</b> Form 990-T check here . . . <input type="checkbox"/>	<b>b Total tax</b> (Form 990-T, Part III, line 4) . . . . .	<b>6b</b> _____
<b>7a</b> Form 4720 check here . . . <input type="checkbox"/>	<b>b Total tax</b> (Form 4720, Part III, line 1) . . . . .	<b>7b</b> _____
<b>8a</b> Form 5227 check here . . . <input type="checkbox"/>	<b>b FMV of assets at end of tax year</b> (Form 5227, Item D) . . . . .	<b>8b</b> _____
<b>9a</b> Form 5330 check here . . . <input type="checkbox"/>	<b>b Tax due</b> (Form 5330, Part II, line 19) . . . . .	<b>9b</b> _____
<b>10a</b> Form 8038-CP check here . . . <input type="checkbox"/>	<b>b Amount of credit payment requested</b> (Form 8038-CP, Part III, line 22)	<b>10b</b> _____

## Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that  I am an officer of the above entity or  I am a person subject to tax with respect to (name of entity) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

### PIN: check one box only

I authorize \_\_\_\_\_ to enter my PIN \_\_\_\_\_ as my signature

ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax \_\_\_\_\_ Date 04/22/2023

## Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

5	0	9	2	4	9	2	6	5	3	5
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature \_\_\_\_\_ Date 05/15/2023

**ERO Must Retain This Form — See Instructions**  
**Do Not Submit This Form to the IRS Unless Requested To Do So**

Name as Shown on Return  
Creative Clay, Inc. Identifying Number  
59-3338595

QuickZoom here to enter assets.  
QuickZoom here to set MACRS convention for assets acquired in 2022.  
Activity: Form 990 - / Form 990EZ

Asset Description	Code *	Date In Service	Cost (Net of Land)	Land	Bus Use %	Section 179	Special Depreciation Allowance	Depreciable Basis	Life	Method/Convention	Prior Depreciation	Current Depreciation
DEPRECIATION												
Computers/Accessories		10/02/12	5,476		100.00			5,476.00	200DB/HY		5,476	0
Computers/Accessories		11/23/16	5,096		100.00			5,096.00	200DB/HY		5,096	0
Furniture/Equipment		09/30/18	13,482		100.00			13,482.00	200DB/HY		10,135	956
Leasehold Improvements		09/30/18	59,065		100.00			59,065.00	0.00SL/MM		16,432	1,194
Computers/Accessories		01/17/19	1,878		100.00			1,878.00	200DB/HY		1,422	182
2019 Transistors SmartAccess 350A		07/05/19	8,554		100.00			8,554.00	200DB/HY		5,921	1,053
Leasehold Improvements		08/23/19	16,583		100.00			16,583.00	0.00SL/MM		1,009	425
Computer Purchase		12/18/19	2,106		100.00		2,106	0.00	200DB/MQ		0	0
Dell Computer		01/23/20	1,185		100.00		1,185	0.00	200DB/MQ		0	0
A/C Upgrade		08/05/20	2,400		100.00		2,400	0.00	0.00SL/MQ		0	0
Carport/Outdoor Classroom		12/10/20	9,797		100.00			9,797.00	0.00SL/MQ		735	653
Outdoor Classroom		03/19/21	6,531		100.00		6,531	0.00	0.00SL/HY		0	0
SUBTOTAL PRIOR YEAR			132,153	0		0	12,222	119,931			46,226	4,463
TOTALS			132,153	0		0	12,222	119,931			46,226	4,463

\* Code: S = Sold, A = Auto, L = Listed, V = Vine with SDA in Year Planted/Grafted, C = COGS  
fdlv3601.SCR 12/16/20

**990-EZ, 990, 990-T and 990-PF  
Information Worksheet**

**2022**

**Part I – Identifying Information**

Employer Identification Number . 59-3338595

Name . . . . . Creative Clay, Inc.

Doing Business As . . . . . \_\_\_\_\_

Address . . . . . 1846 1st Ave South Room/Suite . \_\_\_\_\_

City . . . . . Saint Petersburg State . . . FL ZIP Code . . 33712

Province/State . . . . . \_\_\_\_\_ Foreign Postal Code . . \_\_\_\_\_

Foreign Code . . . . . \_\_\_\_\_ Foreign Country \_\_\_\_\_

Telephone Number (727) 825-0515 Extension. \_\_\_\_\_ Foreign Phone No. \_\_\_\_\_

Fax . . . . . \_\_\_\_\_ E-Mail Address . . kim@creativeclay.org

**Eligible for hurricane tax relief legislation benefits, check here**

**Part II – Type of Return**

**IMPORTANT**

For tax years beginning on or after July 2, 2019, section 3101 of P.L. 116-25 requires that returns by exempt organizations be filed electronically. The appropriate electronic filing box(es) must be checked in Part VII - Electronic Filing Information.

- |  |   |
|--|---|
| <input type="checkbox"/> Form 990-EZ <b>only</b>         | <input type="checkbox"/> Form 990-EZ <b>and</b> Form 990-T            |
| <input checked="" type="checkbox"/> Form 990 <b>only</b> | <input type="checkbox"/> Form 990 <b>and</b> Form 990-T               |
| <input type="checkbox"/> Form 990-PF <b>only</b>         | <input type="checkbox"/> Form 990-PF <b>and</b> Form 990-T            |
| <input type="checkbox"/> Form 990-T <b>only</b>          | <input type="checkbox"/> Form 990-N (gross receipts \$50,000 or less) |

**QuickBooks Import Users & 990 to 990-EZ Data Transfer Option:** Check if you're filing the EZ & want 990 imported data copied to the EZ **OR** for those not importing from QuickBooks who transferred from prior year 990 and now qualify to file the EZ this year, check this box to transfer 990 data to the EZ.

**IMPORTANT**

Before transferring data from Form 990 to Form 990-EZ, refer to "How to transfer data from filing Form 990 to 990-EZ" listed above in the Most Common Support Questions or Tax Help for this line.

**Part III – Type of Organization**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> 501(c) Corporation/Association | <u>3</u> (subsection number)                     | <input type="checkbox"/> 220(e) Trust       |
| <input type="checkbox"/> 501(c) Trust                              | _____ (subsection number)                        | <input type="checkbox"/> 408A Trust         |
| <input type="checkbox"/> 4947(a)(1) Trust                          |  | <input type="checkbox"/> 529(a) Corporation |
| <input type="checkbox"/> 408(e) Trust                              |  | <input type="checkbox"/> 529(a) Trust       |
| <input type="checkbox"/> 401(a) Trust                              |  | <input type="checkbox"/> 530(a) Trust       |
| <input type="checkbox"/> Public College or University              | Corporation/Association <input type="checkbox"/> | <input type="checkbox"/> 527 Organization   |
| <input type="checkbox"/> Other _____ (describe)                    | Or Trust . . . . . <input type="checkbox"/>      | <input type="checkbox"/> 501(c) Association |

**Part IV – Tax Year and Filing Information**

- Calendar year
- Fiscal year — Ending month . . . \_\_\_\_\_
- Short year — Beginning date . . \_\_\_\_\_ Ending date . . . \_\_\_\_\_
- Change of Accounting Period \_\_\_\_\_
- Check this box if the organization is enrolled in the Electronic Federal Tax Payment System (EFTPS)

**Part V – 2022 Estimated Taxes Paid**

Check this box if the organization is a private foundation

Form 990-T      Form 990-PF

Amount of 2021 overpayment credited to 2022 estimated tax . . . . . \_\_\_\_\_

Payment Quarters	Due Date	Form 990-T		Form 990-PF	
		Date Paid	Amount Paid	Date Paid	Amount Paid
1st Quarter Payment	<u>04/18/22</u>				
2nd Quarter Payment	<u>06/15/22</u>				
3rd Quarter Payment	<u>09/15/22</u>				
4th Quarter Payment	<u>12/15/22</u>				
Additional Payment 1					
Additional Payment 2					
Additional Payment 3					
Additional Payment 4					

**Part VI - Taxpayer Signature Information**

Officer's Name . . . . . Kim Dohrman  
 Officer's SSN . . . . . 475-06-5032      Officer's Title . . . . . CEO

**Part VII – Electronic Filing Information**

**IMPORTANT:** Do **not** use the Miscellaneous Statement or Additional Information if filing Form 990 or Form 990-EZ. These statements will **not** be transmitted with the return. Use Schedule O or the applicable Supplemental Information for the appropriate Schedule.

**Choose Returns to be Filed Electronically:**

**Note:** Returns represented by gray bars are not supported by ProSeries or Taxing Agency.

Filings To	Original Return	Extension	Amended Return	Estimated Payments			
				1	2	3	4
<b>Federal Filings</b>							
990, 990-EZ, 990-PF, or 990-N . . . ▶	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
990-T . . . . . ▶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form 114 (FBAR). . . . . ▶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>State Filings</b>							
<i>Information Only: Selection of state/city return(s) was made . . . ▶</i>							
California . . . . . ▶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**QuickZoom** to the Electronic Filing Information Worksheet . . . . . ▶ \_\_\_\_\_  
**QuickZoom** to the Form 8868 Electronic Filing Information Worksheet . . . . . ▶ \_\_\_\_\_

**Practitioner PIN program:**

Sign this return electronically using the Practitioner PIN  
 ERO entered PIN  
 Officer's PIN (enter any 5 numbers) . . 38595  
 Date PIN entered . . . . . 04/22/2023

**Responsible Party Information:**

**Yes**    **No**  
  Is Form 8822-B required to report a change of responsible party?

**Part VIII – Electronic Funds Withdrawal Information (Form 990-PF and Form 990-T filers only)**

- | Yes                      | No                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-PF Return</b> balance due (EF Only)?              |
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-PF Extension</b> Form 8868 balance due (EF Only)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-PF Amended</b> balance due (EF Only)?             |
|                          |                          |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-T Return</b> balance due? (EF Only)               |
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-T Extension</b> Form 8868 balance due? (EF Only)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Use electronic funds withdrawal of <b>Form 990-T Amended</b> balance due? (EF Only)              |

**Bank Information**

Check to confirm transferred account information (which appears in green) is correct . . .

Name of Financial Institution (optional) . . . \_\_\_\_\_

Check the appropriate box . . . . .  Checking  Savings

Routing number . . . . . \_\_\_\_\_

Account number . . . . . \_\_\_\_\_

**Form 990-PF Payment Information**

Enter the Form 990-PF payment date . . . . . \_\_\_\_\_

Balance due amount from this Form 990-PF return . . . . . \_\_\_\_\_

Enter an amount to withdraw tax payment . . . . . \_\_\_\_\_

If partial payment is made, the remaining balance due . . . . . \_\_\_\_\_

Enter the Form 990-PF Extension payment date . . . . . \_\_\_\_\_

Balance-due amount from this 990-PF Extension . . . . . \_\_\_\_\_

Payment date for amended Form 990-PF returns . . . . . \_\_\_\_\_

Balance due amount for amended Form 990-PF return . . . . . \_\_\_\_\_

**Form 990-T Payment Information**

Enter the Form 990-T payment date . . . . . \_\_\_\_\_

Balance-due amount from this 990-T return . . . . . \_\_\_\_\_

Enter the Form 990-T Extension payment date . . . . . \_\_\_\_\_

Balance-due amount from this 990-T Extension . . . . . \_\_\_\_\_

Enter the amended Form 990-T payment date . . . . . \_\_\_\_\_

Balance-due amount from Form 990-T amended . . . . . \_\_\_\_\_

Date 990-T Exempt Organization Return was EFiled . . . . . \_\_\_\_\_

Date 990-T Exempt Organization Return was accepted . . . . . \_\_\_\_\_

Date 990-T Exempt Organization Extension was EFiled . . . . . \_\_\_\_\_



Date 990-T Exempt Organization Extension was accepted . . . . . \_\_\_\_\_

Date 990-T Exempt Organization Amended Return was EFiled . . . . . \_\_\_\_\_

Date 990-T Exempt Organization Amended Return was accepted . . . . . \_\_\_\_\_

Creative Clay, Inc. \_\_\_\_\_

59-3338595 Page 4

**Part IX – Information for Client Letter**

	Form 990-EZ or Form 990	Form 990-PF	Form 990-T
Extended Due Date . . . . .	_____	_____	_____

Letter Salutation. . . \_\_\_\_\_

**Part X – Return Preparer**

Enter preparer code from Firm/Preparer Info (See Help) . . . 1

**QuickZoom** to Firm/Preparer Info . . . . . ► \_\_\_\_\_

**QuickZoom** to Form 990-EZ, Pages 1 through 4 . . . . . ► \_\_\_\_\_

**QuickZoom** to Form 990, Page 1 . . . . . ► \_\_\_\_\_

**QuickZoom** to Form 990-PF, Page 1 . . . . . ► \_\_\_\_\_

**QuickZoom** to Form 990-T, Page 1 . . . . . ► \_\_\_\_\_

**QuickZoom** to Form 990-N, e-PostCard . . . . . ► \_\_\_\_\_

**QuickZoom** to Client Status . . . . . ► \_\_\_\_\_



IRS e-file Authentication Statement

2022

Keep for your records

Table with 2 columns: Name(s) Shown on Return (Creative Clay, Inc.) and Employer ID No. (59-3338595)

A - Practitioner PIN Authorization

QuickZoom to the Federal Information Worksheet to enter PIN information

Please indicate how the taxpayer(s) PIN(s) are entered into the program. Officer entered PIN [X] ERO entered Officer's PIN [ ]

B - Signature of Electronic Return Originator

ERO Declaration:

I declare that the information contained in this electronic tax return is the information furnished to me by the Corporation. If the Exempt Organization furnished me a completed tax return, I declare that the information contained in this electronic tax return is identical to that contained in the return provided by the Exempt Organization. If the furnished return was signed by a paid preparer, I declare I have entered the paid preparer's identifying information in the appropriate portion of this electronic return. If I am the paid preparer, under the penalties of perjury, I declare that I have examined this electronic return, and to the best of my knowledge and belief, it is true, correct, and complete. This declaration is based on all information of which I have any knowledge.

I am signing this Tax Return by entering my PIN below.

ERO's PIN (EFIN followed by any 5 numbers) . . . . . EFIN509249 Self-Select PIN 26535

C - Signature of Officer

Perjury Statement:

Under penalties of perjury, I declare that I am an officer of the above Exempt Organization and that I have examined a copy of the Exempt Organization's 2022 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete.

Consent to Disclosure:

I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the Exempt Organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Electronic Funds Withdrawal Consent (if applicable):

I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the Exempt Organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institution involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

I am signing this Tax Return and Electronic Funds Withdrawal Consent, if applicable, by entering my self-selected PIN below.

Officer's PIN . . . . . 38595 Date . . . . . 04/22/2023

Electronic Filing Information Worksheet

Keep for your records

2022

Name(s) shown on return
Creative Clay, Inc.

Identifying number
59-3338595

Part I - State Electronic Filing:

Check this box to force state only filing for all states selected to be filed electronically

Part II - Electronic Return Originator Information

The ERO Information below will automatically calculate based on the preparer code entered on the return.

For returns that are prepared as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP)
enter the EFIN for the ERO that is responsible for this return . . . . . 509249

For returns that are marked as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP)
enter a PIN for the ERO that is responsible for filing return . . . . .

ERO Name: Jodi Chemes CPA PLLC
ERO Address: 5020 15th Ave N
City: St. Petersburg, State: FL, ZIP Code: 33710
ERO Electronic Filers Identification Number (EFIN): 509249
ERO Employer Identification Number: 45-1634164
ERO Social Security Number or PTIN:

Part III - Paid Preparer Information

Firm Name: Jodi Chemes CPA PLLC
Preparer Name: Jodi Chemes
Address: 4116 8th Ave S Unit A
City: St. Petersburg, State: FL, ZIP Code: 33711
Preparer Social Security Number or PTIN: P01060809
Employer Identification Number: 45-1634164
Phone Number: (727) 237-6223
Preparer E-mail Address: jodi@jodichemescpa.com

Part IV - Selection of Additional Amended Returns

Enter the payment date to withdraw tax payment . . . . .
Amount you are paying with the amended return . . . . .

- Check this box to file another federal amended return electronically
Check this box to file another 990-T amended return electronically
File another Amended Form 114 Report of Foreign Bank and Financial Accounts (FBAR) electronically
Check this box to file another state and/or city amended return electronically

\* Select the state and/or city amended return(s) to file electronically.

Table with columns for State/City and a list of options including California State Exempt.

Part V - Name Control

Name Control, enter here to override default . . . . . CREA

## Smart Worksheets From 2022 Federal Exempt Tax Return

SMART WORKSHEET FOR: Form 990: Return of Organization Exempt from Income Tax

<b>Line 22 - Depreciation, Depletion, and Amortization Smart Worksheet</b>				
To enter assets, <b>QuickZoom</b> to Asset Entry Worksheet . . . . . →				
To view a calculated report of all depreciation information for Form 990, <b>QuickZoom</b> to the Depreciation/Amortization Report . . . . . →				
<b>QuickZoom</b> to Form 4562 for Form 990 . . . . . →				
The following items carry to line 22 below:				
Description	(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
<b>A</b> Depreciation . . . . .	4,463.	2,232.	2,231.	0.
<b>B</b> Depletion . . . . .				
<b>C</b> Amortization . . . . .				

SMART WORKSHEET FOR: Schedule B: Contributors (Copy 1)

<b>General Information Smart Worksheet</b>	
<b>A</b>	Description for this copy of Schedule B, Part I. . . . . <u>Copy 1</u>

SMART WORKSHEET FOR: Schedule B: Contributors (Copy 1)

<b>General Information Smart Worksheet</b>	
<b>A</b>	Description for this copy of Schedule B, Part I. . . . . <u>Copy 2</u>

**CREATIVE CLAY, INC.**

**Financial Statements**

**September 30, 2018**

**(With Independent Auditor's Report Thereon)**

# CREATIVE CLAY, INC.

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Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7



Ellen Fontana CPA, LLC  
2451 North McMullen Booth Road  
Suite 309  
Clearwater, FL 33759  
Telephone: 727.431.0354  
Fax: 727.499.9569  
[www.ellenfontanacpa.com](http://www.ellenfontanacpa.com)

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Creative Clay, Inc.:

We have audited the accompanying financial statements of Creative Clay, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Creative Clay, Inc. as of September 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Ellen Fontana CPA LLC

Clearwater, Florida  
September 11, 2019

**CREATIVE CLAY, INC.**

Statement of Financial Position

September 30, 2018

**Assets**

Current assets:	
Cash	\$ 42,924
Accounts receivable	33,198
Prepaid expenses	473
	<hr/>
Total current assets	76,595
Property and equipment, net of accumulated depreciation	56,975
Security deposits	7,044
	<hr/>
	\$ 140,614
	<hr/> <hr/>

**Liabilities and Net Assets**

Current liabilities:	
Accounts payable and accrued expenses	\$ 10,039
Deferred revenue	7,092
Accrued payroll	4,492
Accrued vacation	907
	<hr/>
Total current liabilities	22,530
	<hr/>
Total liabilities	22,530
	<hr/> <hr/>
Net assets:	
Unrestricted	117,569
Temporarily restricted	515
	<hr/>
Total net assets	118,084
	<hr/>
	\$ 140,614
	<hr/> <hr/>

See accompanying notes to financial statements.

**CREATIVE CLAY, INC.**

Statement of Activities

Year Ended September 30, 2018

	<b>Unrestricted</b>	<b>Temporarily Restricted</b>	<b>Total</b>
Revenue and other support:			
Fes for services	\$ 307,269	—	307,269
Grants	73,697	—	73,697
Donations	134,498	—	134,498
Special events, net of expenses of \$14,587	41,646	—	41,646
Art sales	23,730	—	23,730
Thrift store sales	5,233	—	5,233
In-kind donations	8,624	—	8,624
Other	48	—	48
Net assets released from restrictions:			
Expiration of time/use restrictions	2,065	(2,065)	—
Total revenue and other support	596,810	(2,065)	594,745
Expenses:			
Program services	369,757	—	369,757
Supporting services	153,497	—	153,497
Total expenses	523,254	—	523,254
Increase (decrease) in net assets	73,556	(2,065)	71,491
Net assets at beginning of year	44,013	2,580	46,593
Net assets at end of year	\$ 117,569	515	118,084

See accompanying notes to financial statements.

**CREATIVE CLAY, INC.**

Statement of Functional Expenses

Year Ended September 30, 2018

	<b>Program Services</b>	<b>Supporting services</b>			<b>Total 2018</b>
		<b>Management and General</b>	<b>Fundraising</b>	<b>Total</b>	
Salaries	\$ 118,875	62,055	32,949	95,004	213,879
Payroll taxes	9,358	4,885	2,594	7,479	16,837
Employee insurance	1,392	727	386	1,113	2,505
Payroll processing fees	—	385	—	385	385
Total salaries and related expenses	129,625	68,052	35,929	103,981	233,606
Program personnel	110,963	—	—	—	110,963
Occupancy	50,930	2,681	—	2,681	53,611
Building maintenance and supplies	15,014	790	—	790	15,804
Equipment and supplies	7,237	381	—	381	7,618
Fundraising events held by others	—	—	13,532	13,532	13,532
Professional services	—	10,699	—	10,699	10,699
Vehicle expense and insurance	9,800	—	—	—	9,800
Art commissions	9,716	—	—	—	9,716
Utilities	8,828	465	—	465	9,293
Advertising, marketing and website	4,272	4,162	—	4,162	8,434
Art supplies	6,007	—	—	—	6,007
Consulting and marketing development	—	300	4,091	4,391	4,391
Bank and credit card fees	—	4,285	—	4,285	4,285
Telephone and internet	3,183	—	—	—	3,183
Insurance	—	2,711	—	2,711	2,711
Dues and subscriptions	—	2,088	—	2,088	2,088
Travel	—	1,245	—	1,245	1,245
Miscellaneous	290	1,205	150	1,355	1,645
Total expenses before depreciation	355,865	99,064	53,702	152,766	508,631
Depreciation	13,892	731	—	731	14,623
Total expenses	\$ 369,757	99,795	53,702	153,497	523,254

See accompanying notes to financial statements.

**CREATIVE CLAY, INC.**

Statement of Cash Flows

Year Ended September 30, 2018

Cash flows from operating activities:	
Increase in net assets	\$ 71,491
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	14,623
Increase in accounts receivable	(15,774)
Increase in prepaid expenses	(473)
Increase in security deposits	(2,250)
Decrease in accounts payable and accrued expenses	(29,419)
Decrease in deferred revenue	(708)
Increase in accrued payroll	1,921
Decrease in accrued vacation	(2,824)
	<hr/>
Net cash provided by operating activities	36,587
Cash flows from investing activities:	
Purchases of property & equipment	(7,905)
	<hr/>
Net cash used in investing activities	(7,905)
Net change in cash	28,682
Cash at beginning of year	14,242
	<hr/>
Cash at end of year	\$ 42,924
	<hr/> <hr/>

See accompanying notes to financial statements.

# CREATIVE CLAY, INC.

## Notes to Financial Statements

September 30, 2018

### (1) Nature of Organization

Creative Clay, Inc. (the Organization) is a 501(c)(3) not-for-profit organization whose mission is to help people with disabilities achieve full and inclusive lives through access to the arts by providing expressive, educational and vocational experiences.

### (2) Summary of Significant Accounting Policies and Practices

#### (a) Basis of Accounting

These financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization, and to present revenue, expenses, and net assets based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Unrestricted net assets – Net assets not subject to donor-imposed stipulations.

Temporarily restricted net assets – Net assets which are subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time.

Revenue is reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Federal, state and local grants are recorded as unrestricted revenue when earned.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as revenue of the unrestricted net asset class. Contributions are recognized when the donor makes a promise to give to the Organization, that is, in substance, unconditional.

#### (b) Furniture and Equipment

Furniture and equipment is stated at cost, if purchased, or at estimated fair value at the date of receipt if acquired by gift. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets. Major renewals and betterments are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. It is the policy of the Organization to maintain all equipment in good condition.

#### (c) Donated Services, Facilities, and Materials

Donated services are recorded at their estimated fair value if the services received create or enhance non-financial assets or the services require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. In-kind revenue and expense is also recorded for the difference between the actual charge of facilities and materials and the estimated fair market value.

**CREATIVE CLAY, INC.**

Notes to Financial Statements

September 30, 2018

**(d) Fair Value of Financial Instruments**

The fair value of the Organization's financial instruments which include cash, accounts receivable, and accounts payable are equal to their carrying amounts as presented in the accompanying statement of financial position.

**(e) Deferred Revenue**

Revenue for events received in advance and unearned grant revenue are deferred until earned.

**(f) Functional Allocation of Expenses**

The costs of providing the various program and other activities have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on direct usage or management's estimates of the benefit derived by each activity.

**(g) Use of Estimates**

The preparation of financial statements in conformity with accounting principles general accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of increases or decreases in net assets during the year. Actual results could differ from those estimates.

**(h) Income Taxes**

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and from state income taxes under similar provisions of the Florida Income Tax Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements. The Organization is subject to the accounting standards on accounting for uncertainty in income taxes. Management does not believe it has taken any tax positions that are subject to a significant degree of uncertainty. The Organization's federal returns are generally open for examination for three years following the date filed.

**CREATIVE CLAY, INC.**

Notes to Financial Statements

September 30, 2018

**(3) Property and Equipment**

Office equipment consists of the following at September 31, 2018:

		<u>Estimated Useful Lives</u>
Computers	\$ 10,572	5 years
Furniture and fixtures	13,481	7 years
Vehicles	42,566	5 years
Leasehold improvements	<u>59,065</u>	4 years
	125,684	
Less: accumulated depreciation	<u>(68,709)</u>	
	<u>\$ 56,975</u>	

**(4) Temporarily Restricted Net Assets**

Temporarily restricted net assets as of September 30, 2018 relate to contributions restricted for scholarships.

**(5) In-Kind Donations**

In-kind revenue consists of the following for the year ended September 30, 2018:

Concrete services	\$ 3,375
Art supplies	2,919
Advertising services	1,650
Building supplies	<u>680</u>
Total in-kind revenue and expense	<u>\$ 8,624</u>

Additionally, volunteers have donated substantial time to the Organization in various capacities. However, these services are not reflected in the financial statements since the services do not require specialized skills.

The value of other contributed services meeting the requirements for recognition in the financial statements was not material and has not been reflected in the financial statements.



**CREATIVE CLAY, INC.**

Notes to Financial Statements

September 30, 2018

**(6) Leases**

The Organization leases its office under an operating lease which expires February 2022. Total rent expense on this lease was \$56,610 for the year ended September 30, 2018. The following is a schedule of future lease payments:

<u>Year ended September 30,</u>	
2019	\$ 52,800
2020	52,800
2021	52,800
2022	22,000
Thereafter	<u>—</u>
Total minimum lease payments	<u>\$ 180,400</u>

**(7) Commitments and Contingencies**

The Organization may be subject to audit examination by funding sources to determine compliance with grant conditions. In the event that expenditures would be disallowed, repayment could be required. Management believes the Organization is in compliance with the terms of its grant agreements.

**(8) Line of Credit**

The Organization has an unsecured line of credit that permits borrowings up to \$30,000. No amounts were outstanding as of September 30, 2018. The line bears interest at prime plus 2%, (7.25% at September 30, 2018). The line matured June 30, 2019 and was renewed subsequent to year end with a maturity date of June 12, 2021.

**(9) Concentrations**

Fees for services from Medicaid Waiver represent 36% of total revenue and support.

**(10) Subsequent Events**

Management has evaluated subsequent events through September 11, 2019 the date which the financial statements were available for issue.

Subsequent to year end the Organization received a grant from the Department of Transportation to purchase a vehicle. Also, the Organization's line of credit was renewed as discussed in Note 8.

\* \* \* \* \*

# Policy Overview

Prepared on : 10/03/2022

Page 1 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 (-) Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Policy Type	Insurance Company	Policy Number	Policy Period	Total Cost
Business Auto	Progressive Insurance	08256415	10/10/2022 - 10/10/2023	10,478.00
General Liability	Ohio Security Insurance Co	BLS59219131	9/18/2022 - 9/18/2023	2,789.39
Directors and Officers	United States Liability Company	NDO1587339A	7/3/2022 - 7/3/2023	559.58
Workers Compensation	Associated Industries Ins. Co.	AWC1183132	6/30/2022 - 6/30/2023	3,946.00
Commercial Property	Westchester Surplus Lines Ins.	FSF16374404001	10/28/2021 - 10/28/2022	186.36
Umbrella(C)	National Union Fire Ins Co of Pittsburg	EBU013117616	10/10/2021 - 10/10/2022	505.00

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Applicant Information

Prepared on : 10/03/2022

Page 2 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 (-) Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Applicant Information	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
<b>First Named Insured:</b> Creative Clay, Inc. <b>Other:</b> Creative Clay, Inc.		<b>Progressive Insurance</b>	<b>08256415</b>	<b>10/10/2022 - 10/10/2023</b>	
<b>First Named Insured:</b> Creative Clay, Inc.		<b>Associated Industries Ins. Co.</b>	<b>AWC1183132</b>	<b>6/30/2022 - 6/30/2023</b>	
<b>First Named Insured:</b> Creative Clay, Inc.		<b>Ohio Security Insurance Co</b>	<b>BLS59219131</b>	<b>9/18/2022 - 9/18/2023</b>	
<b>First Named Insured:</b> Creative Clay, Inc.		<b>National Union Fire Ins Co of Pit</b>	<b>EBU013117616</b>	<b>10/10/2021 - 10/10/2022</b>	
<b>First Named Insured:</b> Creative Clay, Inc.		<b>Westchester Surplus Lines Ins.</b>	<b>FSF16374404001</b>	<b>10/28/2021 - 10/28/2022</b>	
<b>First Named Insured:</b> Creative Clay, Inc.		<b>United States Liability Company</b>	<b>NDO1587339A</b>	<b>7/3/2022 - 7/3/2023</b>	

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Additional Interest Schedule

Prepared on : 10/03/2022

Page 3 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 (-) Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Name and Address	Description of Risk	Interest Type
Additional Interest #      1 City Of St Petersbu PO Box 2842 St Petersburg, FL 33731	Policy	Additional insured

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# Summary of Insurance

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 (-) Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
<b>Business Auto</b>					
Policy Fee		<b>Progressive Insurance</b>	<b>08256415</b>	<b>10/10/2022 - 10/10/2023</b>	
MULP					
Medical payments	5,000				
PIP-Basic	10,000 0 Ded				
Combined single limit					
Uninsured motorist combined single limit	300,000				
<b>General Liability</b>					
<b>Ohio Security Insurance Co</b>					
<b>BLS59219131</b>					
<b>9/18/2022 - 9/18/2023</b>					
IGAR					
Property damage-single limit	500 Ded				
Terrorism Coverage (Certified Acts)					
Expense Mod Factor 1					
Experience Mod Factor 1					
Schedule Mod Factor 1					
Package Modification Factor 1					
Each Occurrence	1,000,000 500 Ded				
General Aggregate	2,000,000				
Products/Completed Ops Aggregate	2,000,000				
Personal & Advertising Injury	1,000,000				
Medical Expense	15,000				
Fire Damage	300,000				
<b>Directors and Officers</b>					
<b>United States Liability Company</b>					
<b>NDO1587339A</b>					
<b>7/3/2022 - 7/3/2023</b>					
Each Occurrence	1,000,000				
Employment Practices Liab Ins	1,000,000				
Shared Limit Option Mgmt Liability	1,000,000				
<b>Workers Compensation</b>					
<b>Associated Industries Ins. Co.</b>					
<b>AWC1183132</b>					
<b>6/30/2022 - 6/30/2023</b>					
<b>Part 1 - Workers Compensation States:</b>	FL				

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Summary of Insurance

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For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
<b>Part 2 - Employers Liability:</b>					
WC & Employer's liability					
Each Accident Limit:	100,000				
Disease Policy Limit:	500,000				
Disease Each Employee:	100,000				
Deductible:					
Deductible Type:					
Applies To:					
<b>Other Coverages:</b>					
Expense constant					
Terrorism Coverage					
<b>Part 3 - Other States Included:</b>					
<b>Part 3 - Other States Excluded:</b>					
<b>Commercial Property</b>		<b>Westchester Surplus Lines Ins.</b>	<b>FSF16374404001</b>	<b>10/28/2021 - 10/28/2022</b>	
<b>Loc # 00001      Bldg #</b>					
1846 1st Ave S					
St. Petersburg 33712					
<b>Building</b>					
	80,000				
	80,000 Lim				
	1,000 Ded				
Valuation: Replacement Cost					
Coins: 80					
<b>Business Personal Property</b>					
	100,000				
	100,000 Lim				
	1,000 Ded				
Valuation: Replacement Cost					
Coins: 80					

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Summary of Insurance

Prepared on : 10/03/2022

Page 6 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
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For: Creative Clay, Inc.  
 1846 1st Ave S  
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 kim@creativeclay.org

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
<b>Wind/Hail Deductible</b>	5% Ded				
<b>Glass Coverage</b>	25,000 25,000 Lim				
<b>Umbrella(C)</b>		<b>National Union Fire Ins Co of Pit</b>	<b>EBU013117616</b>	<b>10/10/2021 - 10/10/2022</b>	
Coverage Type: Other than Umbrella					

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# Business Auto Vehicle Schedule

Prepared on : 10/03/2022 Page 7 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
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For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Veh#	Cust#	Year	Make/Model	VIN	Garaged	Class	Cost New	Liab	PIP	Med	UM	UIM	Comp	Coll	SP	Stated Amt
<b>Policy No: 08256415 LOB: AUTOB</b>																
00001		2019	FORD/NOT LISTED	A54221	ST PETERSBURG		47,200	X	X	X	X		500	500		
00002		2019	FORD/T-150 TRANSIT W	B85659	ST PETERSBURG			X	X	X	X		500	500		

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.



## Business Auto Covered Auto Symbols

Prepared on : 10/03/2022

Page 8 of 14

Agency: Comegys Insurance Agency  
One Beach Drive S. E. Ste. 230  
Saint Petersburg, FL 33701  
(727)521-2100  
( )- Ext.  
info@comegys.com  
<http://www.comegys.com>

For: Creative Clay, Inc.  
1846 1st Ave S  
St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
kim@creativeclay.org

### Business Auto

- |   |  |
|---|--|
| (1) ANY AUTO  | (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW |
| (2) ALL OWNED AUTOS                                 | (7) AUTOS SPECIFIED ON SCHEDULE                |
| (3) OWNED PRIVATE PASSENGER AUTOS                   | (8) HIRED AUTOS                                |
| (4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER        | (9) NON-OWNED AUTOS                            |
| (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE |  |

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Business Auto Driver Schedule

Prepared on : 10/03/2022

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Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
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 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Driver Number	Driver Name	DOB	License Number	License State
<b>Policy No: 08256415 LOB: AUTOB</b>				
0001	Kim Dohrman	5/10/1973	D655513736700	FL
0002	Emily Turnage	8/3/1989	T652205897830	FL
0003	Amanda Drewes	5/2/1989	D620013896620	FL
0004	Lisa Glaser	9/16/1955	G426527558360	FL
0005	Julie Price	9/12/1968	P620433688320	FL
0006	Kinsey Rodriguez	1/26/1989	R362504895260	FL
0007	Shane Hoffman	8/26/1972	H155780723060	FL
0008	Jung In Kang	3/10/1962	K520429625900	FL
0009	Rissa Olson	11/16/1961	O425720619160	FL
0010	Summer Kluytman	10/5/1975	K435785758650	FL
0011	Coral Walden	9/29/1997	W435112978490	FL

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Business Auto Garage Location Schedule

Prepared on : 10/03/2022

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Agency: Comegys Insurance Agency  
One Beach Drive S. E. Ste. 230  
Saint Petersburg, FL 33701  
(727)521-2100  
( )- Ext.  
info@comegys.com  
<http://www.comegys.com>

For: Creative Clay, Inc.  
1846 1st Ave S  
St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
kim@creativeclay.org

Garage Number

Address

**Policy No: 08256415 LOB: AUTOB**

00001  
00002

FL 33712  
ST PETERSBURG

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# General Liability Classification Schedule

Prepared on : 10/03/2022

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Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 ()- Ext.  
 info@comegys.com  
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For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Loc#	Classification	Class Code	Prem Basis	Exposure	Terr	Rate		Premium	
						Prem/OPS	Products	Prem/OPS	Products
<b>Policy No: BLS59219131 LOB: CGL</b>									
00001	Schools NOC - Not For Profit	67513	A	5000	004	551.74		2,759.00	

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Workers Compensation Rating Schedule

Prepared on : 10/03/2022

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Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 (-) Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

State/Loc#	Class	Category	Total Emp	Emp Part	Emp Full	Est Ann Renum	Rate	Est Ann Prem
Policy No: AWC1183132 LOB: WORK								
FL / 00001	8864	Social Services & drivers	9	6	3	250,752	1.50	3,761.00
FL / 00001	8810	Clerical				if any	0.16	

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Workers Compensation Premise Schedule

Prepared on : 10/03/2022

Page 13 of 14

Agency: Comegys Insurance Agency  
One Beach Drive S. E. Ste. 230  
Saint Petersburg, FL 33701  
(727)521-2100  
( )- Ext.  
info@comegys.com  
<http://www.comegys.com>

For: Creative Clay, Inc.  
1846 1st Ave S  
St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
kim@creativeclay.org

Location #	Building #	Address	Building Description
Policy No: AWC1183132 LOB: WORK			
00001	00001	1846 1st Ave S St. Petersburg, FL 33712	

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

# Commercial Property - Premise Schedule

Prepared on : 10/03/2022

Page 14 of 14

Agency: Comegys Insurance Agency  
 One Beach Drive S. E. Ste. 230  
 Saint Petersburg, FL 33701  
 (727)521-2100  
 ()- Ext.  
 info@comegys.com  
 http://www.comegys.com

For: Creative Clay, Inc.  
 1846 1st Ave S  
 St. Petersburg, FL 33712  
**Bus:** (727)825-0515  
 kim@creativeclay.org

Location #	Building #	Address	Building Description
Policy No: FSF16374404001 LO			
00001		1846 1st Ave S St. Petersburg 33712	

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# CREATIVE CLAY PROMO VIDEO TELEVISION & ADDITIONAL LINKS

## **CREATIVE CLAY PROMOTIONAL VIDEO**

[https://youtu.be/IY\\_njAEUKOo](https://youtu.be/IY_njAEUKOo)

## **RECENT TELEVISION PIECES**

*Creative Clay's Hispanic Heritage Month exhibit focuses on Inclusivity* Sep. 20, 2022 Bay News 9

<https://www.baynews9.com/fl/tampa/news/2022/09/20/creative-clay-s-hispanic-heritage-month-exhibit-focuses-on-inclusivity>

*Artists with disabilities paint with Nicholas the Dolphin on World Oceans Day* June 8<sup>th</sup> 2022 WTSP 10

<https://www.wtsp.com/article/life/animals/clearwater-marine-aquarium-winter-the-dolphin-nicholas-creative-clay/67-64c003d3-9dc0-4d86-aa90-85a5b46c7a43>

*Helping people with developmental disabilities through art at Creative Clay* May 11<sup>th</sup> 2022 Charley Belcher at Creative Clay in St. Petersburg. FOX 13

<https://www.fox13news.com/video/1068185>

## **VIRTUAL ART PROGRAM**

*Creative Clay is providing virtual workshops for art students*

The neuro-diverse students are able to keep creating, which is important for their health.

May 15 2020 Tampa Bay Times

<https://www.tampabay.com/arts-entertainment/arts/visual-arts/2020/05/15/creative-clay-is-providing-virtual-workshops-for-art-students/>

## **FAIRGROUNDS PARTNERSHIP**

*Did you hear? We're Partnering with Creative Clay!* April 6, 2021

<https://fairgrounds.art/partnering-with-creative-clay/>

*Fairgrounds St. Pete Announces Partnership with Creative Clay* CULTUREOWL 06/30/2021

<https://www.cultureowl.com/tampa/blogs/visual-arts/fairgrounds-st-pete-announces-partnership-with-creative-clay>

*Fairgrounds St. Pete offers an innovative way to experience art* Crow's Nest St. Pete September 12, 2021

<https://crowsneststpete.com/2021/09/12/fairgrounds-st-pete-offers-an-innovative-way-to-experience-art/>

## **ST. PETE OPERA PARTNERSHIP**

*New art exhibit in the Mirella Cimato Gallery*



<https://stpeteopera.org/new-art-exhibit-in-the-mirella-cimato-gallery/>

## **WADA EXHIBITS**

*Mi Gente Movidá Artist Spotlight! Ali V. - Estrategia Group Sept. 29 2021*

<https://www.facebook.com/estrategiagroup/photos/a.1082363245136919/4637426376297237>

*Mi Gente Movidá Artist Spotlight! Artemisa M. - Estrategia Group Sept. 29 2021*

<https://www.facebook.com/estrategiagroup/photos/a.1082363245136919/4637110102995531>

## **FOLK ART FRENZY VIRTUAL EVENT**

*Creative Clay celebrates equality through art by selling the works of artists with disabilities*  
WFTS 28 June 29 2021

<https://www.abcactionnews.com/news/region-pinellas/creative-clay-celebrates-equality-through-art-by-selling-the-works-of-artists-with-disabilities>

## **ARTLINK LION DANCE COLLABORATION WITH SISTER CITY TAKAMATSU JAPAN**

*ARTLINK LION DANCE 2022- Creative Clay's YouTube Page January 22 2022*

<https://www.youtube.com/watch?v=WUXWzdlyRKA>

*Artlink Lion Dance continues celebration of St. Petersburg-Takamatsu Sister City partnership*  
St. Pete Catalyst Jan. 24 2022

<https://stpetecatalyst.com/w/artlink-lion-dance-continues-celebration-of-st-petersburg-takamatsu-sister-city-partnership/>

*Creative Clay's new exhibit celebrates St. Pete-Takamatsu sister city partnership*  
TAMPA BAY NEWS WIRE October 11, 2021

<https://www.tampabaynewswire.com/2021/10/11/creative-clays-new-exhibit-celebrates-st-pete-takamatsu-sister-city-partnership-102065>

## **CREATIVE CLAY FEST**

*Nonprofit Spotlight: Creative Clay, assisting artists with developmental disabilities since 1995*  
I LOVE THE BURG OCTOBER 30, 2019

<https://ilovetheburg.com/nonprofit-spotlight-creative-clay-assisting-artists-with-developmental-disabilities-since-1995/>