



Christopher Marte

紐約市市議員馬泰 Council Member, District 1

district1@council.nyc.gov
(212) 587-3159

65 East Broadway
New York, NY 10002

August 28, 2025

Commissioner Laurie Cumbo
New York City Department of Cultural Affairs
31 Chambers Street
New York, New York 10007

Subject: Clemente Sublicense Agreement Amendments and Extended Deadline

Dear Commissioner Cumbo,

I write urgently to express serious concerns with the terms of the new Sublicense Agreement at the Clemente Soto Véllez Cultural & Educational Center (the Clemente), and to request your assistance in addressing these issues before we potentially risk displacement of dozens of community artists and organizations. As many tenants' studios are expected to be inaccessible through the end of this year, there is no reason to force Sublicense Agreements in the interim. Therefore I ask that any deadline to sign a Sublicense Agreement be extended to at least January of next year, to give ample time to fully address the issues laid out in this letter.

In February of this year, my office was briefed by staff of the Clemente on a draft plan to standardize the Sublicense Agreements for the Clemente's artist studios as part of a new Master License with the Department of Cultural Affairs (DCLA). The plan lacked detail and was clearly incomplete, and raised a number of concerns pertaining to affordability and security for the existing artists and organizations of the Clemente, many of which were raised immediately by my office. It was explained to me and my staff by the Clemente that these changes were being required by DCLA and that they had very little agency in new terms, rent increases, and processes. I have since learned that this is not the case, and that much of the content of the new agreement is being imposed independently by the Clemente.

Since that meeting, my office received no communication pertaining to the new Sublicense Agreement until artists and organizations began reaching out with serious concerns. We were told that artists were not allowed access to their studios until they signed their new Sublicense Agreements (examples attached), and that the Clemente was explicitly touting my support for the new terms to tenants, something I never communicated to the Clemente. We also discovered that in many artists' quest to secure legal assistance to review the new terms of their Sublicense Agreements, the Clemente had refused to waive conflict for the Legal Aid Society to represent

any tenants in addition to the Clemente as an organization. Pressure tactics like this by the Clemente made it clear that this had not been a negotiation in good faith.

While the original deadline for Sublicense Agreements to be signed was the end of July, DCLA granted an extension to the end of August for additional time for tenants to be able to secure legal assistance and adequately review the new proposed terms. Since this extension, a number of serious issues have come to light. Through ongoing conversations with a number of both individual artists and arts organizations who have worked out of the Clemente for decades, it is clear to me that the new Sublicense Agreement drastically depletes the rights of tenants, sets forth an arbitrary and predatory rent structure, subjects tenants to a volatile review process, all of which directly undermine the original purposes of a community bulwark like the Clemente.

I ask that the DCLA work with the Clemente to amend the Sublicense Agreement to reflect the following:

License Terms and Renewal

1. Extend sublicense terms from two years to three as allowed by Section 13(d)(iii) of the recently executed DCLA Master License.
2. Establish a clear rubric for renewal considerations by the Clemente Board of Directors (the Board), with public criteria for approval, and an appeal process for those who are rejected.
3. Only allow financial background checks detailed in Sublicense Agreement (SA) Section 26 upon initial consideration of a potential sublicensee, with established financial criteria to be used in such consideration.
4. Amend SA Section 6 to commit the Clemente to providing spaces in good working order, with electricity, heat, running water, and operable conditions as is provided in SA Section 16, and to addressing issues concerning access or services immediately and with ample communication with affected tenants.

Studio Use, Access, and Termination

5. Require that any early termination involve a 30-day notice including reasons as stated in SA Section 2.1.1, as well as an appeal process to the Board, and remove SA Section 2.1.2 permitting termination without cause.
6. Amend SA Section 2.1.1(f) to clearly specify unpermitted activities which could be grounds for termination.
7. Amend SA Section 24.2 to require 30-day notice for access by the Clemente to studios or other sublicensee spaces which could interfere with tenant uses.
8. Specify definition of “event” and “organized gathering” in SA Section 4.2, and further specify that any assembly of persons that would require prior notice involves members of the public and not staffpersons registered to each studio.

License Costs and Financial Transparency

9. Amend SA Section 3.6 to revert termination based on late payment to Section 3.2 of the 2011 Sublicense Agreement, which specifies that termination can occur only after three late payments within a 12-month period.
10. Amend SA Sections 3.1 and 3.2 to establish sublicense fees solely on operational costs of the Clemente, including costs of capital improvements but not larger Clemente programming costs, similar to Section 3.1 of the 2011 Sublicense Agreement.
 - a. Fee increases can only happen once per year or a reasonable basis, based on changes in costs from the prior fee schedule.
 - b. Any fee changes must involve clear transparency to all tenants prior to each increase, as well as comment and appeal periods available to all tenants.

From my conversations with studio artists and Clemente staff, the majority of current tenants have not signed the new Sublicense Agreement. Not extending the deadline to sign would put many artists in immediate jeopardy, with the potential for dozens of evictions of people who have called the Clemente home for decades. They are not to blame for the Clemente's current situation; many terms for standardization, fee increases, and even termination have existed in sublicense agreements at the Clemente for years with virtually no enforcement or financial planning on the part of Clemente staff.

I understand the goals set forth by DLCA in their new Master License, and we can achieve these goals together. I ask that you work with myself and the artists who have built the Clemente into the bastion of arts and culture that it is, by extending this deadline and accepting these proposed changes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christopher Marte', with a stylized, overlapping flourish at the end.

Christopher Marte
New York City Council Member
District 1 - Lower Manhattan