

Professional Facilities Management  
***Coral Springs Center for the Arts***

Contract for Use of Facilities

954-344-5999 / 954-344-5980 (f)

This Agreement, dated \_\_\_\_\_, 2014, by and between Professional Facilities Management (hereinafter referred to as "PFM") and:

The School Board of Broward County, Florida

KC Wright Administration Building

600 SE 3<sup>rd</sup> Avenue, 12<sup>th</sup> Floor

Fort Lauderdale, FL 33301

Contact: Joseph Luechauer, Curriculum Supervisor, Music and Performing Arts K-12

754-321-1861 / 768-8919 Fax

(Hereinafter referred to as "TENANT")

Is for the use of:

| <u>Facility</u> | <u>Date</u> | <u>Beginning Time</u> | <u>Ending Time</u> | <u>Performance Time(s)</u> |
|-----------------|-------------|-----------------------|--------------------|----------------------------|
| Theater         | 1/22/15     | 8:00 AM               | 10:00 PM           | 7:00 PM - Band             |
| Rooms A, B, D   | 1/22/15     | 8:00 AM               | 10:00 PM           |                            |
| Theater         | 1/29/15     | 4:00 PM               | 10:00 PM           | 7:00 PM - Chorus           |
| Rooms A, B, D   | 1/29/15     | 4:00 PM               | 10:00 PM           |                            |
| Theater         | 2/3/15      | 4:00 PM               | 10:00 PM           | 7:00 PM - Jazz Band        |
| Rooms A, B, D   | 2/3/15      | 4:00 PM               | 10:00 PM           |                            |
| Theater         | 2/10/15     | 8:00 AM               | 10:00 PM           | 7:00 PM - Orchestra        |
| Rooms A, B, D   | 2/10/15     | 8:00 AM               | 10:00 PM           |                            |

In the Coral Springs Center for the Arts, located at 2855 Coral Springs Drive, for the exclusive purpose of **Broward All County Concerts** (hereinafter referred to as "EVENT"). PFM and TENANT mutually agree to:

**1. FEES**

1.1 A \$750 non-refundable/nontransferable deposit must be returned with this signed contract, in the form of a certified check, cashier's check or money order. No ticket sales for events are permitted until this contract and the check are received by PFM. TENANT agrees to make additional deposit with PFM on written notice by PFM to TENANT address on this Agreement, in the event that Box Office Receipts for EVENT are less than the estimated license, personnel and equipment fees ten (10) days prior to EVENT. **If PFM does not provide Box Office Services as part of this contract, then all license and estimated personnel costs are due ten (10) days prior to the first day of EVENT.**

1.2 For licensing of the premises, TENANT agrees to pay PFM **\$20,000.00 all-inclusive fee**. TENANT must furnish certificate of tax exemption to PFM three (3) days prior to the first date of EVENT, or three (3) days prior to on-sale date of tickets.

1.3 All fees set forth in paragraphs 1.4 and 1.5 as follows are provided as estimates only. Corrected billing for actual labor and equipment will be made during settlement. To be eligible for "flat fees", EVENT must be a 1 to 4 hour performance oriented program with tickets or other admission documents. All other events will be billed at hourly rates.

1.4 The following personnel and equipment charges shall be paid at settlement

|                         |  |                       |   |                           |                             |
|-------------------------|--|-----------------------|---|---------------------------|-----------------------------|
| <b><u>Flat Fees</u></b> |  |                       |   |                           |                             |
| ___                     | Technical Director Fee                                 |                       |   | \$ 350.00                 |                             |
| ___                     | House Manager/Ushers Fee                               |                       |   | \$ 350.00                 |                             |
| ___                     | Clean-up Fee   |                       |   | \$ 500.00                 |                             |
| ___                     | Security Fee   |                       |   | \$ 500.00                 |                             |
| <br>                    |  |                       |   |                           |                             |
|                         | <b><u>Hourly Fees*</u></b>                             | <b><u># Hours</u></b> |   | <b><u>\$ per Hour</u></b> | <b><u>Total</u></b>         |
| ___                     | Department Heads                                       | TBD                   | x | \$ 20 =                   | \$ as required              |
| ___                     | Stagehands (min. 4)                                    | TBD                   | x | \$ 22 =                   | \$ as required (min. 4 hrs) |
|                         | *29% payroll service charge will be added to all bills |                       |   |                           |                             |
| ___                     | Maintenance Staff                                      | 0                     | x | \$ 12 =                   | \$ ____                     |
| ___                     | House Manager  | 0                     | x | \$ 12 =                   | \$ as required              |
| ___                     | Lead Ushers  | 0                     | x | \$ 8 =                    | \$ ____                     |
| ___                     | Traffic Security                                       | TBD                   | x | \$ 16 =                   | \$ as required              |
| ___                     | Uniformed Police                                       | TBD                   | x | \$ 65 =                   | \$ as required (min. 4 hrs) |
| ___                     | Police (Holidays)                                      | TBD                   | x | \$ 76 =                   | \$ as required (min. 4 hrs) |
| ___                     | Fire Watch (if needed)                                 | TBD                   | x | \$ 67 =                   | \$ as required (min. 3 hrs) |
| ___                     | Fire Watch (Holidays)                                  | TBD                   | x | \$ 75 =                   | \$ as required (min. 3 hrs) |

\*Estimated

1.5 Coral Springs Center for the Arts Box Office charges are due at settlement, are deducted from gross ticket sales and are billed as follows (check all that apply):

**Box Office is not being used by TENANT.**

|     |                         |                                    |         |
|-----|-------------------------|------------------------------------|---------|
| ___ | Basic Use Fee           | TBD weeks @ \$ 100 per week =      | \$ ____ |
| ___ | Ticket Charges          | TBD tickets @ \$ .25 per ticket =  | \$ ____ |
| ___ | Bank Charges            | 5% of gross credit card receipts.  |         |
| ___ | Facility Service Charge |                                    |         |
|     | to Customer             | \$2.00 per ticket                  |         |
| ___ | Group Sales             | 10% of gross group sales receipts. |         |

1.6 Unless fee terms specified above are adhered to, all rights granted to TENANT herein for use of facility will immediately terminate.

## 2. BOX OFFICE

2.1 TENANT must comply with all policies as defined in the PFM Box Office Procedures Manual, unless changes are mutually agreed to in writing.

2.2 TENANT must assign all tickets through the PFM Box Office exclusively, including all outside and phone sales. All current licensed agents will be included in this assignment. If tickets are to be sold by TENANT, they will be issued by the PFM Box Office and arrangements will be made for the proceeds of the sale of such tickets to be turned over to the PFM Box Office.

2.3 Tickets will be posted for sale no sooner than five (5) weeks prior to show date, unless otherwise specified. Maximum Basic Use Fee will be \$500 for longer sales periods.

2.4 House scaling must be approved by PFM staff prior to posting. Scaling will be as follows: n/a

2.5 For any event, the total number of participants may not exceed the maximum legal occupancy rates of the facility. (Currently 1,471 persons.)

- 2.6 PFM shall remain in complete control of Box Office facilities, equipment and personnel at all times. Access to the Box Office is restricted to PFM employees.
- 2.7 All gross ticket receipts shall remain under the control of the PFM Box Office until the final settlement is made, which will be within five working days of the last scheduled performance listed in this Agreement. All such monies shall be the rightful property of PFM for the purpose of applying said funds in accordance with this Agreement.
- 2.8 All tickets or any other admission documents will be produced by the PFM Box Office exclusively. TENANT agrees not to produce, purchase, distribute or issue any ticket or other admission documents of any type whatsoever, including, but not limited to, tickets, passes, backstage passes, parking permits, or complimentary admissions, without express, written permission of PFM.
- 2.9 TENANT complimentary tickets shall be counted for ticket printing charges and depreciation surcharges.
- 2.10 Ticket stock and printing shall be arranged by the PFM Box Office.
- 2.11 PFM reserves the right to have and use, without charge, a minimum of twenty (20) reserved seats, located in the orchestra seating section.
- 2.12 PFM retains the right to make determination of ticket refunds for cause, in keeping with PFM's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment, failure of EVENT to occur within a reasonable time, cancellation or rescheduling of EVENT.

### **3. EVENT SERVICES, FACILITIES AND EQUIPMENT**

- 3.1 PFM agrees to furnish, at no additional charge to TENANT, general lighting from permanent fixtures, existing outlets and equipment in the facilities specified, such as air conditioning, electrical and water for normal use. Failure to furnish any of the preceding, resulting from circumstances beyond the control of PFM shall not be considered a breach of contract.
- 3.2 TENANT must arrange a production meeting with PFM staff no later than fourteen (14) calendar days prior to EVENT to finalize all facility, equipment and labor requirements. No other services or equipment will be available other than discussed at this meeting. Failure to arrange this meeting will limit available services and equipment to those provided in this Agreement.
- 3.3 For all programs lasting one hour or more (except for religious services), an intermission of not less than 15 minutes must be held, subject to modification by PFM when necessary to meet unusual conditions. PFM's House Manager will determine the time for opening the theatre doors prior to EVENT. (Generally forty-five minutes prior to the posted or scheduled beginning of EVENT.)
- 3.4 PFM and its officers, agents and employees engaged in the operation and maintenance of the Coral Springs Center for the Arts reserve the right to enter upon and have free access to said premises at all times.
- 3.5 PFM reserves the right to cancel, interrupt or terminate EVENT in the interest of public safety if, in the sole judgement of PFM, such interruption or termination is warranted. PFM reserves the right to cancel EVENT if circumstances beyond the control of PFM make such action necessary, by providing written notice to TENANT prior to event.
- 3.6 In the event that TENANT cancels EVENT for any reason, PFM will charge TENANT for costs incurred by and related to the cancellation.



#### 4. CONCESSIONS

4.1 PFM specifically reserves any and all concessions and catering services including, without limitation, food, beverages (including alcohol), confections, candies, ice cream, CD's, tapes, programs, T-shirts and other merchandise.

4.2 With express, written permission, TENANT may contract with an outside vendor for furnishing merchandise. PFM shall receive 35% of gross receipts after sales tax, which will include all monies paid or payable. Cash shortages, bad debts, other taxes of any kind except sales and use, returned checks and charges from returned checks are not to be deducted from gross receipts.

4.3 Settlement of concessions or novelty sales will be made within two hours of the end of EVENT. For multiple performance events, daily settlement sheets will be provided with final settlement and payment of monies due after the last performance of EVENT.

#### 5. DAMAGE

5.1 TENANT agrees to assume full responsibility for and to pay all costs associated with repair and replacement of equipment or facilities damaged during EVENT, regardless of nature or cause. Estimated damage restitution may be deducted from settlement at the discretion of PFM.

5.2 TENANT may request a pre-event inspection of premises to assess the condition of equipment and facilities. If such an inspection is not requested, TENANT agrees to accept PFM's damage assessment.

#### 6. INSURANCE

6.1 TENANT shall furnish PFM with a certificate of insurance showing that there is in effect and will remain in effect throughout the term of this contract, occurrence basis liability insurance naming both the **City of Coral Springs and PFM** as insured, with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage. TENANT shall supply the required certificate no later than ten (10) days prior to EVENT and it must contain the following wording: *"The coverage indicated as in effect through this certificate of insurance fully satisfies all requirements established in paragraph 6 of the Professional Facilities Management contract."*

6.2 TENANT shall pay and hold PFM harmless from any and all damages, losses or liabilities arising from any act, omission, neglect, or wrongdoing of the TENANT or any of its officers, agents, representatives, employees, guests, invitees, patrons or persons contracting with the TENANT. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

#### 6.3 PUBLIC RECORDS

6.4 Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

## **7. MISCELLANEOUS**

7.1 Advertising -- TENANT will allow PFM Marketing staff to review and approve all materials prior to being distributed, printed, published or broadcast. All advertising for EVENT must include: the complete name and address (Coral Springs Center for the Arts, 2855 Coral Springs Drive, Coral Springs, Florida, 33065), the Box Office phone number (954-344-5990), and the phrase "A PFM managed facility". TENANT will provide PFM with a public contact telephone number for questions concerning EVENT.

7.2 Marquee -- PFM Management reserves the right to determine what may or may not be posted on the exterior marquee located on Coral Springs Drive. There is no implied agreement to announce EVENT or other information. Requests for use of the marquee are subject to a user fee defined in the Center for the Arts Fees and Charges.

7.3 Announcements -- PFM reserves the right to request announcements during intermission which would relate briefly to future attractions. PFM is also entitled to make such announcements, as it may deem necessary at any time in the interest of the safety and comfort of patrons or guests.

7.4 Assignment of Rights -- TENANT shall not assign this Agreement or any rights hereunder nor sublet said premises without the written consent of PFM.

7.5 Broadcast Rights -- PFM reserves all radio and television broadcast rights, with no exceptions unless specified in writing.

7.6 Copyrights -- TENANT will assume all cost arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used on or incorporated in EVENT. TENANT agrees to indemnify, defend and hold harmless PFM from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

7.7 Removal of Property -- If premises are not vacated by TENANT upon the time specified in this Agreement, then PFM is authorized to remove from the facility, at the expense of the TENANT, all goods, wares, merchandise, equipment, materials and other property of any kind placed by the TENANT. PFM will not be liable for any damages or loss relating to removal of such property.

7.8 Compliance -- TENANT shall use and occupy premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes and ordinances of the City of Coral Springs, the State of Florida, the United States and the board of PFM. Premises shall not be used for any unlawful or immoral purpose or in any manner, which causes damage to any part of the facility. TENANT agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for use of the premises.

7.9 Unavoidable Happening -- In the event that the premises are damaged or destroyed by fire or other cause, without fault of the TENANT, so as to prevent use of the licensed facilities for the purpose and during the time of EVENT, this agreement shall terminate. In such an event, PFM shall be paid for all services rendered prior to such destruction or damage.

7.10 Management Discretion -- Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of PFM's management.

7.11 Objectionable Persons -- PFM reserves the right to eject or cause to be ejected from the premises any person or persons committing objectionable acts, and neither PFM nor any of its officers, agents or employees shall be liable to the TENANT for any damages resulting from the exercise of PFM's right.

In Witness Whereof, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

**For the Owner**

CORAL SPRINGS CENTER FOR THE ARTS

By: [Signature]

Date: 5/19/14

Susan Foresta

Witness

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of May 2014  
by Kevin Barrett. He/She took an oath and is personally known to me or has  
produced \_\_\_\_\_ as identification.

My commission expires: 11/15/2015



[Signature]  
Signature – Notary Public

**For the School Board**

(Corporate Seal)

**THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA**

By: \_\_\_\_\_  
Patricia Good, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

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

Approved as to form and legal content:

[Signature] 05/20/14  
Office of the General Counsel