



FACILITY RENTAL AGREEMENT

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, **2017** between the District Board of Trustees of Broward College, Florida ("BC") and **The School Board of Broward County** whose telephone number is **754-321-2177** and whose address is **600 SE Third Ave., 8th Floor, Fort Lauderdale, FL 33301.** ("Lessee") (collectively, the "Parties") under the following terms:

1. Lease.

For and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, BC hereby leases to the Lessee the following facility on the campus of Broward College, as checked below (hereinafter "Facility").

<input type="checkbox"/> Bailey Hall Central Campus 3501 S.W. Davie Road Davie, FL 33314 (954) 201-6880 Fax (954) 201-6316	<input checked="" type="checkbox"/> Omni Auditorium North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066 (954) 201-2233 Fax (954) 201-2327	<input type="checkbox"/> Performing Cultural Arts Theatre Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024 (954) 201-8243 Fax (954) 201-8246
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2. Payments.

Due to state auditor requirements, BC cannot extend credit; therefore, Lessee must return the signed Agreement, as well as Exhibit "A" attached hereto and incorporated herein as an integral part of this Agreement, and pay all rental fees in accordance with Exhibit "A" at least thirty (30) days prior to the event. BC reserves the right to add other charges as it deems appropriate. Non-profit organizations must present their IRS 501C status certification.

3. Dates and Times.

In consideration of the mutual agreements contained herein, BC hereby leases to Lessee, and Lessee hereby accepts the right to use and occupy the Facility during the following time frames for the following fees:

FROM <u>9:00AM</u>	TO <u>Midnight</u>	DATE <u>June 8, 2017</u>	\$ _____
FROM _____	TO _____	DATE _____	\$ _____
FROM _____	TO _____	DATE _____	\$ _____
FROM _____	TO _____	DATE _____	\$ _____

TOTAL RENTAL FEES \$4,316.00

4. Use.

The Lessee shall have the right to occupy and use the Facility for the following event and no other:

Atlantic Technical High and Atlantic Technical School Graduations

("Event")

5. Rental Fees.

Lessee agrees to pay the rental fees, as determined by BC and in accordance with the rental and cost schedule applicable to the Facility, labeled Exhibit "A." Exhibit "A" lists additional costs, information regarding the sale of tickets, concession, and other planning information related to the Facility.

6. Deposit.

Lessee agrees to pay a non-refundable reservation deposit in accordance with Exhibit "A" upon signing this Agreement. The deposit will be applied toward the rental costs. Checks should be made payable to "BROWARD COLLEGE." A deposit check shall be submitted with this signed Agreement as well as any other requirements in Exhibit "A."

7. Additional Fees.

The aforementioned rental payment does not include any fee other than rental fees. Lessee may also incur additional fees, including but not limited to, fees associated with space, staff and/or rental equipment or services. The number and identity of persons and property to be used for each event shall be approved by BC. All event operating expenses shall be the responsibility of the Lessee. Additional fees are laid out in Exhibit "A."

8. Ingress/Egress.

All portions of the sidewalks, gates, doors, roadways, vestibules and all ways of access to public utilities and other areas of the Facility shall be kept unobstructed by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises by the Lessee.

9. Concessions and Vending.

The rights to all food and drink concessions are reserved by BC. If BC allows Lessee to make concession and/or merchandise sales, BC will be entitled to the specified percentage of gross sales by Lessee as indicated in Exhibit "A" as determined by the rental status. **THE SALE OR DISTRIBUTION OF ALCOHOL IS STRICTLY PROHIBITED.**

10. Taxes.

BC shall not be responsible for the payment of any taxes arising out of or in connection with the use of the premises by the Lessee. The Lessee shall be responsible and required to pay to BC an amount sufficient to discharge all taxes which may arise from or in connection with the Lessee's use of the premises upon demand. SBBC shall provide a valid Certificate of Tax exemption prior to the event.

11. Security.

All security and law enforcement shall be provided by BC.

- A. BC reserves the right to eject or remove persons from the Facility if they are engaging in objectionable behavior. Objectionable behavior shall be determined by BC.
- B. BC assumes no responsibility whatsoever for any property placed in or on BCs' premises, and BC is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of the premises under this Agreement.

12. Abandoned Property.

Unless special arrangements have been made between BC and Lessee, any property left in or on the premises by the Lessee shall be deemed abandoned and become property of BC to be disposed of or utilized at BC's discretion in no less than two days after the Event.

13. Compliance.

BC hereby reserves the right to control and manage the Facility and to enforce all necessary and proper rules for the management and operation of the Facility. BC shall have free access at all times to all space occupied by the Lessee. Lessee shall obtain all necessary permits and licenses for the Event. Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual property used on or incorporated in the Event. Lessee may not utilize the rented space(s) for any other purpose than the purpose stated in this Agreement.

14. Assignment.

Lessee shall not sublet any rented space(s), or in any way assign this Agreement or any rights hereunder to any other person or organization, unless BC and Lessee have agreed to such assignment in a writing signed by the Parties.

15. Interruptions or Termination of Event.

BC shall retain the right to interrupt or terminate any event in the interest of public safety. If BC decides to evacuate the premises for public safety reasons, Lessee shall immediately obey the directions of BC.

BC will work with Lessee to reschedule the presentation of the Event without additional rental fees, providing such time does not interfere with other scheduled events. If it is not possible to complete the presentation of the Event, rental fees shall be forfeited, prorated, or adjusted at the discretion of Facility management, and Lessee hereby waives any claim for damages.

16. BC's Right to Lease Other Portions of the Facility.

BC reserves the right to rent out other parts of the Facility building, at the same time that Lessee has rented Facility space. Lessee has no right to enter or use areas of the Facility other than those specific areas Lessee rented for the Event.

17. Safety Provisions.

Lessee shall not, without the written consent of BC, put up, operate, or use any candles, internal combustion engine or motor or machinery on the premises, or use explosives, burning fluids, or gasoline for either mechanical or other purposes. Any fire or fire effects must be preapproved in writing by BC. BC may require a demonstration at Lessee's expense. Lessee further agrees that all decorative material, including but not limited to floor covering, must be flameproof and that all matters involving safety must be brought to the attention of BC and will be resolved by the decision of BC. If Lessee uses explosives or pyrotechnics during the production of the Event, the Lessee is responsible for all licenses and/or permits. Proof of such licenses/permits must be provided to BC no later than two (2) weeks before the Event date. Any additional personnel required to be on the premises during Lessee's production, including but not limited to fire department personnel, shall be an expense charged to the Lessee in the final billing process.

18. Intellectual Property Infringement Indemnification.

Lessee agrees to indemnify, defend and hold harmless BC from any claims or costs, including legal fees, which arise or might arise from a claim of copyright or other intellectual property right infringement arising out of or related to the Event and any material used in the Event.

19. Damage.

Lessee shall be liable for all damage to buildings, fields, grounds and equipment incident to the Lessee's use of the Facility and such damage shall be determined in BC's sole discretion. Lessee agrees to pay for all damage to the Facility and to BC's property at the site (other than normal wear and tear).

20. Modifications.

Lessee shall make no temporary or permanent modifications to the Facility without the express written permission of BC.

21. Insurance.

For the rental of the Facility, Lessee shall purchase and maintain through the term of this Event, a Certificate of Insurance to protect Lessee from all claims of bodily injury, including accidental death, personal injury and property damage arising out of the Event. The comprehensive general liability insurance shall be in an amount of not less than \$1,000,000.00 and shall name BC as additional insured. A copy of the above insurance policy shall be delivered to BC upon the execution of the Agreement. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving BC five (5) days written notice.

22. Services.

BC agrees to furnish general lighting from the permanent fixtures, outlets, air conditioning, and water for normal usage as now installed in Facility. The Lessee hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system, or air conditioning, leading to or on the premises, when failure to supply the above is beyond BC's control.

23. Force Majeure.

Notwithstanding any provisions of this Agreement to the contrary, neither party shall be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances. The Parties shall determine whether they wish to continue under the terms of the Agreement after such circumstance(s) has subsided.

24. Indemnification.

Lessee shall indemnify and hold BC, its Board of Trustees, officers, employees, agents, and assigns harmless from and against all claims, liability, loss and expense including reasonable attorneys' fees and costs, and collection expenses incurred, from any claim, suit or proceeding arising out of Lessee's negligent, reckless, or willful misconduct, occurring from, relating to or arising out of the use of the Facility. This clause shall survive the termination of this Agreement.

25. Safety Compliance.

The Lessee shall use and occupy the premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and any other governmental authorities, as may be in force and effect at the time of the Event.

26. Successors and Assigns.

This Agreement and each of its terms and conditions shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, and assigns.

27. Advertising.

Lessee shall not advertise any performance, nor shall the sale of tickets begin until Lessee has paid the required deposits, signed and returned the Agreement, and supplied the certificate of insurance and Lessee's appropriate tax documentation to BC.

28. Ticketing.

Lessee shall comply with all ticketing rules for the Facility as stated in Exhibit "A."

29. Good Faith Refund to Public.

BC as owner of premises has the right to maintain public faith in its good name. Therefore, BC retains the right to make ticket refunds for cause. Such cause shall include, but not be limited to, instances of Force Majeure, or Lessee's failure to show, or Lessee's failure go on stage within a reasonable time of schedule. If tickets must be refunded to the public, other than for instances of Force Majeure, BC shall retain the full amount of the charges from Lessee, including all appropriate service charges for tickets.

30. Cancellation.

If Lessee desires to cancel this Agreement, Lessee must provide written notice of cancellation at least 90 days prior to the Event in order to receive a full refund of all monies paid. If written cancellation is made less than 90 days, but at least 30 days prior to the Event, BC will refund 50% of all monies paid to BC. If BC receives notice of cancellation from Lessee less than 30 days prior to the Event, all monies paid by Lessee will be forfeited.

31. Termination for Default.

Should Lessee fail to perform as set forth in this Agreement, BC shall have the right to immediately terminate the Agreement for default. Upon such termination, BC shall have the right to Lessee's full rent and expenses as liquidated damages. Liquidated damages are assessed because BC cannot determine exactly how much money it would have made by renting the Facility to another party. BC and Lessee agree that the liquidated damages are not a penalty. Lessee agrees to promptly remove at Lessee's expense all of its property from the Facility. This paragraph shall survive the expiration or termination of the Agreement.

32. Non-discrimination.

Lessee shall comply with all State, Federal and Local laws regarding free and open access to the Facility and there shall be no discrimination based on race, color, religion, disability, veteran status, gender, national origin, marital status, sexual orientation or any other basis prohibited by law.

33. Independent Contractors.

Lessee and BC are independent contractors and nothing in this Agreement shall be interpreted to establish any employment relationship between the parties and their respective employees, agents, subcontractors, or assigns during or after the term of this Agreement.

34. Entire Agreement.

This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and no other prior written or oral statements or agreements are valid for any reason.

35. Amendment.

This Agreement may be changed only by written amendment duly executed by BC and Lessee.

36. Law and Venue.

The place of this Agreement, and its forum, is Broward County, Florida. Therefore, all legal disputes whether in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement shall be determined using Florida law and shall be brought only in Broward County, Florida.

37. Records Retention and Public Access.

Lessee shall maintain all records, books and documents pertinent to the performance of this Lease in accordance with generally accepted accounting principles consistently applied. BC shall have inspection and audit rights to such records for a period of 3 years from final payment under this Agreement. Records relating to any legal disputes arising from performance under this Agreement shall be made available to BC until final disposition of the legal dispute.

38. Public Records.

Lessee shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Lessee assert any exemptions to Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be on Lessee.

39 & 40 - See Exhibit B attached and incorporated hereto

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41. Notices.

All notices by either Party to the other shall be in writing, delivered personally, electronically, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally and addressed as follows:

To BC		To The School Board of Broward County	
Contact:	Donald Walden	Contact:	Director, Athletics & Student Activities
Address:	1050 Coconut Creek Blvd.	Address:	600 SE Third Ave., 8th Floor
City/State/Zip:	Coconut Creek, FL 33066	City/State/Zip:	Fort Lauderdale, FL 33301
Phone:	954 201-2233	Phone:	754-321-2551
Email:	<u>dwalden@broward.edu</u>	Email:	<u>shawn.cerra@browardschools.com</u>

The Parties hereby execute this Agreement through the undersigned duly authorized representatives, this the ___ day of _____, 20__.

BC DocuSigned by:
Dr. Avis Proctor
Signature 7228479...

Dr. Avis Proctor

Printed Name

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:
Janette M. Smith
JANETTE M. SMITH, ESQ.
04210120D8624C8...

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Abby M. Freedman, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal
Content:

Janette M. Smith, Esq.
Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of Broward County, Florida, ou=General Counsel's Office, email=janette.smith@browardschools.com, c=US
Date: 2017.03.28 11:54:32 -0400

Original Agreement
Goes to the Board of Trustees

Copy of Agreement
Goes to Manager of Facility



EXHIBIT "B"
TO FACILITY RENTAL AGREEMENT

SPECIAL PROVISIONS

The purpose of this Exhibit "B" is to delineate any and all changes, deletions and/or additions to the Facility Rental Agreement. In the event of any conflict between this Exhibit "B" and any other provision specified in this Contract, this Exhibit "B" shall take precedence.

39. **No Waiver of Sovereign Immunity.** 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.

40. **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Abby M. Freedman, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal
Content:

Janette M. Smith, Esq.

Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.03.28 11:55:02 -0400

BC APPROVED

DocuSigned by:
By: Dr.AVIS PROCTOR Date: 3/22/2017
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DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:
Gregory A. Hart, Esq.
GREGORY A. HART, ESQ.
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