



FACILITY RENTAL AGREEMENT

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made and entered into as of _____, 2020 between The District Board of Trustees of Broward College, Florida ("College") and _____ The School Board of Broward County, Florida whose telephone number is _____ 754-321-2551 _____ and whose address is _____ 600 SE Third Ave., 3rd 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, the College hereby leases to the Lessee the following facility on the campus of Broward College, as checked below (hereinafter "Facility").

- | | | |
|---|--|---|
| <input type="checkbox"/> Bailey Hall
A. Hugh Adams 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 |
|---|--|---|

2. Payments.

Due to state auditor requirements, the College 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. The College 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, the College hereby leases to Lessee, and Lessee hereby accepts the right to use and occupy the Facility during the date(s) and time frame(s) in accordance with Exhibit "A."

4. Use.

The Lessee shall have the right to occupy and use the Facility for the Event as it is identified on Exhibit "A" and no other.

5. Rental Fees.

Lessee agrees to pay the rental fees, as determined by the College 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. 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 the College. 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 the College. If the College allows Lessee to make concession and/or merchandise sales, the College 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 REQUIRES PERMISSION FROM THE COLLEGE IN ADVANCE OF SALE OR DISTRIBUTION.**

10. Taxes.

The College 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 the College an amount sufficient to discharge all taxes which may arise from or in connection with the Lessee's use of the premises upon demand.

11. Security.

All security and law enforcement shall be provided by the College.

- A. The College reserves the right to eject or remove persons from the Facility if they are engaging in objectionable behavior. Objectionable behavior shall be determined by the College.
- B. The College assumes no responsibility whatsoever for any property placed in or on the Colleges' premises, and the College 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.
- C. At the discretion of the College, the Lessee may be required to provide security personnel at the Event.

12. Abandoned Property.

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

13. Compliance.

The College 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. The College 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 the College and Lessee have agreed to such assignment in a writing signed

by the Parties.

15. Interruptions or Termination of Event.

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

The College 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. College's Right to Lease Other Portions of the Facility.

The College 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 the College, 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 the College. The College 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 the College and will be resolved by the decision of the College. 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 the College 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 the College 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 the College's sole discretion. Lessee agrees to pay for all damage to the Facility and to the College'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 the College.

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 unless agreed to in writing by the College and shall name the College as additional insured, as regards General Liability, in the name of "The District Board of Trustees of Broward College, FL." Sale and/or distribution of alcohol by Lessee or any of its vendors/suppliers/subcontractors will also require Lessee to have Liquor Liability insurance in an amount not less than \$1,000,000 unless agreed to in writing by

the College. A copy of the above insurance policy shall be delivered to the College upon the execution of the Agreement at Risk Management, 6400 NW 6 Way, Fort Lauderdale, FL 33309. 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 the College five (5) days written notice. Lessee shall ensure that any of its vendor/suppliers/subcontractors are similarly insured.

22. Services.

The College 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 the College'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 the College, 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 the College.

28. Ticketing.

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

29. Good Faith Refund to Public.

The College as owner of premises has the right to maintain public faith in its good name. Therefore, the College 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, the College 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, the College will refund 50% of all monies paid to the College. If the College 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, the College shall have the right to immediately terminate the Agreement for default. Upon such termination, the College shall have the right to Lessee's full rent and expenses as liquidated damages. Liquidated damages are assessed because the College cannot determine exactly how much money it would have made by renting the Facility to another party. The College 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 the College 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 Agreement 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 the College 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. Audit.

Lessee shall maintain all records, books and documents pertinent to the performance of this Lease in accordance with generally accepted accounting principles consistently applied. The College 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 the College until final disposition of the legal dispute. If the audit reveals that Lessee owes the College any funds, Lessee shall pay for the audit and return all funds to the College immediately.

38. Public Records.

The Lessee shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Lessee assert any exemptions to the requirements of Chapter 119 and

related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Lessee and Lessee shall bear all costs and fees related to the same.

39. 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 College:	To Lessee:
Contact: <u>Steven Gross</u>	Contact: <u>Director, Athletics & Student Activities</u>
Address: <u>111 East Las Olas Blvd., Bldg. 33, Ste 1215</u>	Address: <u>600 SE Third Ave., 3rd Floor</u>
City/State/Zip: <u>Fort Lauderdale, FL 33301</u>	City/State/Zip: <u>Fort Lauderdale, FL 33301</u>
Phone: <u>954-201-7238</u>	Phone: <u>754-321-2551</u>
Email: <u>dcook@broward.edu</u>	Email: <u>shawn.cerra@browardschools.com</u>

40. Additional Terms and Conditions.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."

College

Lessee

In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The Parties to this Agreement accept these terms through their respective representatives on the date noted above.

COLLEGE

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

Signature

Name

Title

Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel



**FACILITY RENTAL AGREEMENT
EXHIBIT "A"**

OMNI AUDITORIUM

	Non-Profit Organizations	For Profit Organizations
Half Day	\$1,700.00	\$2,000.00 ¹
Full Day	\$1,950.00	\$2,500.00 ¹

NONREFUNDABLE DEPOSIT \$500.00

PERSONNEL (Per person, per event - 5 hour minimum)
(Stage crew - load-in to load-out)

Stage Manager ²	\$25/hour	Overtime	\$32/hour
Sound Technician ²	\$21/hour	Overtime	\$37.50/hour
Master Electrician ²	\$21/hour	Overtime	\$32/hour
Audio Visual Specialist	\$21/hour	Overtime	\$32/hour
Spotlight Operator	\$16/hour	Overtime	\$24/hour
Stage Technician	\$16/hour	Overtime	\$24/hour
House Manager ² (2 hours plus length of event)	\$20/hour		
Campus Safety/			
Contract Service ² (event plus 2 hours)	\$25/hour		
Coconut Creek Police Dept. ² (event plus 2 hours)	\$45/hour		
Custodians ² (2) (3 hours plus length of event)	\$18/hour		
Ushers ² (2 hours plus length of event)	\$12/hour		
Doormen ² (2 hours plus length of event)	\$12/hour		

OTHER SERVICES

Sound System Usage Fee ³	\$500/event
Piano	\$200/event
Table Rental (10 included w/hall)	\$10/table
(2) Video Projectors w/Screens	\$150/event
Stage Backdrop Projector	\$125/event
Merchandise Sales	20% of gross sales

REHEARSAL/SET-UP FEE

4 Hour Minimum	\$500.00
Each Additional Hour	\$100.00
Labor Fees	\$

¹ 6.7% Florida Rental Tax applies to Base Rental Rates

² Required Minimum Personnel

³ Required Service

SETTLING OUTSTANDING COSTS

Additional costs may be owed by Lessee to the College for additional services, provided the costs exceed the estimated costs paid to the College for the Event. Such additional costs shall be due and payable within thirty days following the date of the Event. In the event rental fees and expenses paid in advance by Lessee exceed the actual fees and costs incurred by the College, the College will refund the balance to Lessee within thirty days of the Event.

TICKETING

- A. Lessee must pay for and use tickets for each engagement as furnished by the College and only tickets furnished by the College shall be used, except with the prior express written consent of the College. All tickets shall be numbered consecutively, and the College shall receive all tickets directly from the printer, which will in each instance not exceed the seating capacity. Advertising tickets must include any service charges and the College logo.
- B. The College reserves the right to have and use without charge 15 seats per performance of press and promotional purposes.
- C. The Lessee shall not advertise any performance, nor shall the sale of tickets begin until the Lessee has paid the required deposits, signed and returned the Agreement with the rental charges and estimated fees paid, issued insurance and tax documentation to the College.

Event Name ("Event"): ATC Graduations (Afternoon & Evening)

TIME		DATE
FROM	TO	
8:00AM	Midnight	June 2, 2020

EXPENSE AND RENTAL CHARGES

ITEM/DESCRIPTION	CHARGES	CREDITS	BALANCE
Hall Rental			\$ 1,950.00
Florida Rent Tax			\$ N/A
Doormen			\$ 192.00
Ushers			\$ 576.00
Police Officer			\$ 720.00
Security			\$ 350.00
Janitorial			\$ 504.00
Technical Stage Manager			\$ 400.00
Master Electrician/Lighting			\$ 336.00
Sound Technician			\$ 336.00
Spotlight Operator			\$
Stage Technician			\$
House Manager			\$ 160.00
Separate Day Set-up			\$
Custodian Rehearsal			\$
Security Rehearsal			\$
A/V Specialist			\$
Sound System Usage Fee			\$
(2) Video Projectors w/Screens			\$
Stage Backdrop Projector			\$
Set-up Technician			\$

SUB-TOTAL			
FLORIDA RENT TAX*			
TOTAL			\$ 5,524.00
<i>Checks should be made payable to:</i>	BC Eduventures, Inc.		

*6.7% Florida Rental Tax applies to Base Rental Rates for Profit Organizations

**FACILITY RENTAL AGREEMENT
GENERAL USE
EXHIBIT "B"**

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 Agreement, this Exhibit "B" shall take precedence.

21. Required Insurance.

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by legislature.

24. Indemnification.

Each party agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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.

41. Authorized Agent.

Lessee acknowledges that BCEduventures, Inc., a Florida not-for-profit corporation ("BCEdu"), is College's authorized agent in connection with the Agreement and will provide administration of the Agreement. BCEdu has the authority to exercise and enforce all of College's rights and interests under the Agreement, and Lessee agrees to deal exclusively with BCEdu in connection with the Agreement. Lessee expressly acknowledges that College is not liable to Lessee for any obligations under the Agreement and BCEdu shall hold any such obligations. Lessee shall name BCEdu as an additional insured on any insurance policies required under the Agreement (except with respect to any workers' compensation insurance), and BCEdu and its officers, employees, agents, and assigns shall be benefitted by any indemnification, defense, and/or hold harmless provisions under the Agreement. Without limitation of the foregoing, College shall also be named as an additional insured on any insurance policies required under the Agreement (except with respect to any workers' compensation insurance), and College, its Board of Trustees, officers, employees, agents, and assigns shall continue to be benefitted by any indemnification, defense, and/or hold harmless provisions in the Agreement.

Any payments due to College under the Agreement shall be made payable to BCEdu and delivered to BCEdu at the below address as and when due under the Agreement. Also, any notices sent from Lessee to College under the Agreement shall be sent to BCEdu at the below address with a copy sent to College in accordance with the notice provisions of the Agreement.

BCEdu Payment and Notice Address: BCEduventures, Inc.
111 East Las Olas Blvd.
Building 33, Suite 1215
Fort Lauderdale, FL 33301

42. 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 proceedings brought on account of this Agreement is barred by any applicable statute of limitations.

43. 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.

COLLEGE APPROVED

By: _____ Date: _____

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel