

**AGENDA REQUEST FORM**  
**The School Board of Broward County, Florida**

<b>Meeting Date</b> 8/5/2003	<b>Open Agenda</b> Yes <input checked="" type="checkbox"/> No	<b>Time Certain Request</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Agenda Item Number</b> J-3
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**TITLE:** Renewal of Annual License Agreement with Broward Center for the Performing Arts and The School Board of Broward County, Florida for Dillard High School Performing Arts

**REQUESTED ACTION:**  
 Approve the renewal of the annual license agreement between Broward Center for the Performing Arts and The School Board of Broward County, Florida for Dillard High School Performing Arts.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 The Amatur Theater at the Broward Center for the Performing Arts will be used by Dillard High School Performing Arts for four productions. The license dates will include:  
 December 8, 2003 through December 12, 2003  
 February 3, 2004 through February 7, 2004  
 March 1, 2004 through March 5, 2004  
 May 17, 2004 through May 23, 2004  
 The cost is for weekend performances only, as the remaining performances are covered under the School Board's original interlocal agreement with the Performing Arts Center.  
 The Performing Arts Center will not execute the license agreement until the licensee has first executed it.  
 The School Board Attorney has approved this agreement as to form.

**MAJOR SYSTEM GOALS:**  
 Goal One: All students will achieve at their highest potential.  
 Goal Two: All schools will have equitable resources.  
 Goal Three: All operations of the school system will support and align with student achievement and needs.  
 Goal Four: All stake holders work together to build a better school system.

**FINANCIAL IMPACT:**  
 There is a financial impact to the School District of \$6,650, plus technical fees estimated at \$18,000. Funding is from the 2003/2004 Dillard High School Budget.

**EXHIBITS: (List)**  
 1. License Agreement  
 2. Supporting Documentation

<b>BOARD ACTION</b> (For Official School Board Records' Office Only)	<b>APPROVED</b>	<b>SOURCE OF ADDITIONAL INFORMATION</b> Leslie Brown 954-765-6613 Name: Marc Brown <i>Marc Brown</i> Phone: 954-765-7040
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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT  
 JAMES F. NOTTER, DEPUTY SUPERINTENDENT, CHIEF OF STAFF  
 Approved in Open Board Meeting on: **AUG - 5 2003**

4189  
 Revised  
 7/03/2000  
 By: *Louis Wepler* School Board Chair

**EXHIBIT 1**

**License Agreement**



***Performing Arts Center Authority***  
***Broward Center for the Performing Arts***  
 License Agreement for Use of Facility

This License Agreement for Use of Facility ("Agreement"), dated 5 day of Aug., 2003 by and between Performing Arts Center Authority (hereinafter referred to as "PACA") and

<b>Group Name:</b>	School Board of Broward County
<b>Company Name:</b>	Dillard Center for the Arts
<b>Contact Name:</b>	Bruce Brown
<b>Address:</b>	2501 NW 11th St.
<b>City, State, Zip:</b>	Ft. Lauderdale, FL 33311
<b>Phone:</b>	(954) 316-0507
<b>Fax:</b>	(954) 316-0500
<b>Federal Identification #:</b>	59-6000530

(Hereinafter referred to as "Licensee")

is for the Licensee use of the Facility described below and to conduct the event(s)/performance(s) as follows:

<u>Facility ("Facility")</u>	<u>Event/Performance Date(s)</u>	<u>Event/Performance Time(s)</u>	<u>Licensee Fee</u>
<b>See Attachment A</b>			

The parties agree that the licensed Facility described above is located in the Broward Center for the Performing Arts, located at 201 Southwest Fifth Avenue, Fort Lauderdale, Florida 33312, (collectively referred to as the ("Premises")) for the exclusive purpose of event(s)/performance(s) listed above, (hereinafter referred to as "Engagement"). PACA and Licensee mutually agree to:

**1 FEES AND PAYMENT**

- 1.1 Deposit required from Licensee: **Purchase Order for the amount of Six Thousand Six Hundred Fifty Dollars and No/Dollars (\$6,650.00)**  
 Deposit Due: **Upon Signing**
- 1.2 Base License Fee to be paid by Licensee: **Purchase Order for the amount of Six Thousand Six Hundred Fifty Dollars and No/Dollars (\$6,650.00)**
- 1.3 a.) 6% State Sales Tax: **Tax Exempt**  
 b.) Total Licensee Fee: **Purchase Order for the amount of Six Thousand Six Hundred Fifty Dollars and No/Dollars (\$6,650.00)**
- 1.4 Licensee hereby agrees to purchase insurance coverage from PACA as required in Section 4.2 at a rate of \$.30 per attendee.  
 Request Coverage \_\_\_\_\_ Decline Coverage \_\_\_\_\_ Initial \_\_\_\_\_
- 1.4 For licensing of the Facility, Licensee agrees to pay PACA the total amount as indicated in Section 1.2 (b) plus six percent (6%) State of Florida Sales and Use Tax as indicated in Section 1.2 (a). If Licensee is not subject to such Sales and Use Tax, Licensee must furnish certificate of tax exemption to PACA at the time of Licensee's execution of the Agreement.

- 1.5 The total amount as indicated in Section 1.2 (b) representing nonrefundable and nontransferable deposit payable to PACA must be returned with this signed Agreement, in the form of a certified check, cashier's check, or money order. Licensee agrees to make an additional deposit with PACA on written notice by PACA to Licensee at the address on this Agreement, in the event that Box Office Receipts for Engagement are less than the estimated license, personnel, equipment fees and damage deposit costs ten (10) calendar days prior to Engagement. If PACA does not provide Box Office Services as part of this Agreement, then all estimated license, personnel, equipment fees and damage deposit costs are due ten (10) calendar days prior to the first day of Engagement.
- 1.6 No ticket sales for Engagement(s) are permitted until this Agreement is fully executed by both parties and PACA receives the check(s) for deposit when due as indicated in Section 1.1.
- 1.7 Subject to PACA's right to withhold amounts from the final Settlement as provided for in this Agreement, and provided Licensee has complied with all the terms and conditions of this Agreement and is not in default hereunder, at the end of the Engagement the funds then on deposit pursuant to Section 1.1 shall be credited to the Licensee without interest.
- 1.8 All Personnel, Box Office, and equipment charges related to the Engagement and outlined in Appendix A and Appendix B shall be paid at Settlement. Licensee will be provided with an estimate of expenses, including stagehand expenses, following the production meeting referred to in Section 5.2 herein.
- 1.9 Licensee is further required to reimburse PACA at the time of Settlement for any and all other fees or charges incurred by PACA on behalf of the Licensee. PACA also reserves the right to collect any other outstanding or unpaid charges due PACA from Licensee at the time of Settlement.

## 2.0 RENTAL AND CREDIT INFORMATION

- 2.1 PACA at its sole discretion may reduce license fees in the form of credits. Any such credits will be listed specifically in Attachment A, and as indicated as a credit at Settlement.
- 2.2 Should PACA issue a rental credit, Licensee agrees to recognize PACA in printed materials for the engagement and otherwise as mutually agreed by PACA and Licensee.
- 2.3 BCPA Credit shall only apply to the specified dates and facilities listed in Attachment A. Additional dates not listed in Attachment A will be negotiated separately.

## 3. SETTLEMENT

- 3.1 Within seven (7) calendar days after the conclusion of each Engagement, PACA and Licensee shall settle the Receipts, determining the Fees due PACA referred to as ("Settlement"). In the event the Receipts are insufficient to pay the Fees, Licensee shall remit the balance due hereunder within two (2) calendar days after the date of Settlement.
- 3.2 PACA may, in its sole discretion, collect the Fees out of gross receipts from the sale of tickets and/or merchandise (Hereinafter referred to as "Receipts") and said Receipts are hereby assigned by Licensee to PACA to the extent of the Fees to be paid by Licensee under this Agreement. Licensee further assigns the Receipts to PACA to the extent of any other obligation owed by Licensee to PACA under any other agreement.
- 3.3 PACA may use the Receipts for any corporate or public purpose and PACA shall not be obligated to Licensee for gains received from investment thereof.

3.4 Unless fee terms specified herein are adhered to, all rights granted to Licensee herein for use of Facility shall immediately terminate upon written notice by PACA. Past due fees shall bear interest at the rate of eighteen percent (18%) per annum and shall be payable by Licensee at the time of settlement.

#### 4. INSURANCE

4.1 Licensee shall furnish PACA with a certificate of general public liability insurance showing that there is in effect and will remain in effect throughout the term of this Agreement, occurrence basis liability insurance listing "Performing Arts Center Authority" as additional insureds, with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. Licensee shall provide the required certificate no later than ten (10) days prior to Engagement, and it must contain the following wording: "*The coverage indicated as in effect through this certificate of insurance fully satisfies all requirements (established in Section 3.1 of the License Agreement) between the Insured as Licensee and the Performing Arts Center Authority*". In the event Licensee fails to deliver to PACA a certificate of insurance in accordance with this subparagraph, Licensee hereby authorizes PACA to purchase insurance coverage, as it deems appropriate, and further agrees to pay to PACA all costs incurred in obtaining such insurance.

4.2 If Licensee has chosen to purchase the required insurance coverage stated in Section 1.3 above from PACA, PACA shall withhold the amount of such costs in the Settlement. As indicated in Section 1.3 an amount equal to \$.30 per attendee will be withheld at Settlement. Number of attendees will be calculated based on actual ticket count. If Engagement is not ticketed PACA will estimate number of attendees for this purpose.

#### 5. DAMAGE

5.1 Licensee agrees to assume full responsibility for and to pay all costs associated with repair and replacement of equipment or Facilities damaged during Engagement, regardless of nature or cause. The amount of all estimated damage restitution shall be estimated at the sole discretion of PACA and may be deducted from Settlement.

5.2 Licensee may request a pre-Engagement inspection of premises to assess the condition of equipment and Facilities. If such an inspection is not requested, Licensee waives any right to claim a deduction on PACA's damage assessment. If an inspection is requested and conducted of the equipment and the Facility, the parties shall approve in writing any damage, which shall not be considered by PACA as part of the damage assessment.

#### 6. EVENT SERVICES, FACILITIES, AND EQUIPMENT

6.1 PACA agrees to furnish, at no additional charge to Licensee, general lighting from permanent fixtures, existing outlets, and equipment in the Facilities specified, such as air conditioning, electrical and water for use solely related to the Engagement. Failure to furnish any of the preceding items as a result of circumstances beyond the control of PACA shall not be considered a breach of Agreement. Licensee shall return the Facility and the equipment in the same condition in which they were received from PACA.

6.2 Licensee must arrange a production meeting with PACA staff no later than fourteen (14) calendar days prior to Engagement to finalize all facility, equipment, and labor requirements. No other services or equipment will be available other than those approved in writing by the Licensee and PACA's staff at this meeting. Failure by Licensee to arrange this meeting shall limit available services and equipment to those provided in this Agreement.

- 6.3 For each performance orientated event listed in the Engagement lasting one (1) hour or more (except for religious services), an intermission of not less than fifteen (15) minutes must be held, subject to modification by PACA when necessary to meet unusual conditions.
- 6.4 PACA reserves the right to permit rehearsals or other use of the licensed Facility during the Engagement provided that said use does not prohibit Licensee's use of the Facility.
- 6.5 PACA, its officers, agents, and employees engaged in the operation and maintenance of the Broward Center for the Performing Arts reserve the right to enter upon and have free access to said Facility at all times.
- 6.6 In the event that Licensee cancels Engagement for any reason, Licensee shall forfeit any deposit or Licensee fees and all other funds or receipts paid to PACA or received by PACA pursuant to this Agreement. In such event, Licensee shall also be liable to PACA for costs incurred by and related to the Engagement and/or its cancellation in addition to the deposit or Licensee fee.

## 7. CONCESSIONS

- 7.1 PACA specifically reserves the exclusive right to sell and/or distribute any and all concessions and catering services including, without limitation, food, non-alcoholic beverages, confections, candies, ice cream, compact discs, tapes, programs, T-shirts, and other merchandise.
- 7.2 With express, prior written permission of PACA, Licensee may contract with an outside vendor for furnishing merchandise mentioned in Section 7.1 above. Licensee shall pay PACA twenty-five percent (25%) of gross receipts after sales tax, which shall include all funds paid or payable for merchandise sales. Licensee shall not deduct from gross receipts any expenses relating to cash shortages, bad debts, other taxes of any kind except sales and use taxes, returned checks, and charges from returned checks.
- 7.3 Settlement of concessions or merchandise sales shall be made by the parties within two hours (2) after the end of each Engagement. For multiple performance or events, daily settlement sheets shall be provided to PACA with final settlement and payment of funds due to PACA after the last performance/event of Engagement.

## 8. MISCELLANEOUS

- 8.1 **Advertising** -- Licensee shall obtain the prior written approval of PACA's Marketing staff for all advertising materials prior to such materials being distributed, printed, published, or broadcast. All advertising for ENGAGEMENT must include: the complete name and address (Broward Center for the Performing Arts, 201 Southwest Fifth Avenue, Fort Lauderdale, Florida 33312), and the Box Office telephone number (954-462-0222) and Website ([www.curtainup.org](http://www.curtainup.org)). Licensee shall provide PACA with a public contact telephone number for questions concerning Engagement, if necessary.
- 8.2 **Announcements** -- PACA reserves the right to make brief announcements prior to the performance/event and during intermission that relate briefly to future attractions. PACA is also entitled to make such announcements and any other announcements, as it may deem necessary at any time in the interest of public safety and the comfort of patrons or guests.
- 8.3 **Sponsorship** -- Licensee acknowledges that PACA has and/or may obtain sponsors for the Facility and/or for other performances that occur therein during the Term of this License Agreement. PACA will use its best efforts to ensure that sponsorships do not conflict with those obtained for the Engagement; however, Licensee acknowledges and agrees that, in case of conflict, PACA's agreements with its sponsors shall prevail over sponsorship agreements connected with Licensee

and/or the Engagement. Licensee agrees to cooperate fully with PACA and its Facility sponsors in connection with promotions arranged by PACA for such sponsors.

- 8.4 **Assignment of Rights** -- Licensee shall not assign this Agreement or any rights hereunder nor sublet said Facility without the prior written approval of PACA.
- 8.5 **Broadcast Rights** -- PACA reserves all radio and television broadcast rights, with no exceptions, unless specified by the prior written approval of PACA.
- 8.6 **Copyrights** -- Licensee shall be responsible for all costs 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 Engagement. Licensee, in accordance with the "Indemnification" provisions in Section 8.1 below, agrees to indemnify, defend, and hold harmless PACA from any claims or costs, including but not limited to legal fees, which may arise from question of use of any such material described in Section 7.6 herein.
- 8.7 **Removal of Property** -- If Licensee does not vacate the Facility within four (4) hours after the ending time of each Engagement specified in this Agreement, then PACA is authorized to remove from the Facility, at the sole expense of the Licensee, all goods, wares, merchandise, equipment, materials, and other property of any kind placed by, or on behalf of, or on behalf of, the Licensee in such Facility. PACA shall not be liable for any damages or losses relating to the removal of such property.
- 8.8 **Compliance With Laws** -- Licensee shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Licensee shall use and occupy the Facility and the Premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes, and ordinances of the City of Fort Lauderdale, Broward County, the State of Florida, the United States and the Board of PACA. The Facility and the Premises shall not be used for any unlawful or immoral purpose or in any manner which causes damage to any part of the Facility and/or the Premises. Licensee agrees to provide, at its sole expense, all necessary licenses and permits required in accordance with all applicable law for use of the Facility.

- 8.9 **Force Majeure** -- In the event that PACA in its sole discretion determines that the Facility is damaged or destroyed by fire or other cause beyond the control of Licensee or PACA and without fault of the Licensee, thereby preventing Licensee's use of the licensed Facility for the purpose and during the time of Engagement, this Agreement shall immediately terminate upon written notice by PACA to Licensee. In such an event, PACA shall be paid for all services rendered and costs incurred by PACA prior to such destruction or damage. PACA reserves the right to cancel, interrupt, or terminate without any prior notice Engagement in the interest of public safety if, in the sole discretion and judgment of PACA, such cancellation, interruption, or termination is warranted.
- 8.10 **Management Discretion** -- Any decision affecting any matter not herein expressly provided for shall be made within the sole discretion of PACA's management.
- 8.11 **Objectionable Acts** -- PACA reserves the right, in its sole discretion, to eject or cause to be ejected from the Facility and the Premises any person or persons committing objectionable acts. Neither PACA, nor any of its officers, agents, or employees shall be liable to the Licensee for any damages resulting from the exercise of PACA's right and/or discretion.
- 8.12 **Non-Discrimination** -- The parties shall not discriminate against any employee or participant in this agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

**9. INDEMNIFICATION**

9.1 Each party agrees to be fully responsible for its act of negligence, or its employees or agents act of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**10. TERM AND TERMINATION**

10.1 The term of this Agreement shall begin on the last date it is fully executed by both parties and shall end on the last date of Engagement as indicated on page one (1), subject to earlier termination as provided for in Section 10.2.

10.2 This Agreement may be terminated for cause by action of PACA through its President/Chief Executive Officer, or by Licensee if the party in breach has not corrected the breach within thirty days (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by action of PACA through its President/Chief Executive Officer, upon not less than thirty days (30) written notice. PACA's President/Chief Executive Officer upon such notice may also terminate this Agreement, as he/she deems appropriate under the circumstances in the event he/she determines that termination is necessary to protect the public health, safety, or welfare.

**11. NOTICES**

11.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by United States Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Bruce Brown  
Dillard Center for the Arts  
2501 NW 11<sup>th</sup> Street  
Fort Lauderdale, Florida 33311

With a Copy to: Director, Property Management & Site Acquisition  
Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 14<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To PACA: Director of Operations  
Broward Center for the Performing Arts  
201 Southwest Fifth Avenue  
Ft. Lauderdale, FL 33312-7112

**12. APPLICABLE LAW AND VENUE**



12.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, Licensee and PACA hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Agreement.

**13. ENTIRE AGREEMENT**

13.1 This Agreement, including any addendum attached or referred to, contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, with respect to this License Agreement except Ticketing Service Agreement, if applicable. This Agreement may not be changed or altered, except in writing and signed by both parties. This Agreement incorporated herein and make part hereof the PACA Technical Rider, attached Ticketing Service Agreement and Schedule of Fees and Charges. The attached Appendix A, "Amaturo Theater, Theater Rental and Box Office Schedule of Fees and Charges," and the attached Appendix B, "Amaturo Theater, Theater Equipment License Fees and Charges," are made a part hereof and incorporated herein for all purposes.

13.2 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.3 Addendum Attached.

**LICENSE AGREEMENT BETWEEN PERFORMING ARTS CENTER AUTHORITY AND LICENSEE FOR USE OF FACILITY AT THE BROWARD CENTER FOR THE PERFORMING ARTS.**

	<u>PACA</u>
WITNESSES	PERFORMING ARTS CENTER AUTHORITY
_____	By _____
Signature	Mark Nerenhausen, President/CEO
_____	_____
Print Name Above	day of _____, _____

DELETE

	<u>LICENSEE</u>
WITNESSES	By _____
_____	Authorized Signature
Signature	_____
_____	Print Name & Title of Authorized Person Above
Print Name Above	_____
	day of _____, _____

**Performing Arts Center Authority**

PERFORMING ARTS CENTER AUTHORITY

By: [Signature]  
Mark Nerenhausen, President/CEO

\_\_\_\_\_  
Witness

Date: 10/2/03

\_\_\_\_\_  
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of ~~July~~ <sup>OCTOBER</sup> 2003 <sup>pm</sup>  
By Mark Nerenhausen, President/CEO. He took an oath and is personally known to me or has produced PERSONALLY KNOWN as identification.

My Commission expires: 1/21/2006

(Seal)



**Kathleen S. Maloney**  
Commission # DD078098  
Expires Jan. 21, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Signature - Notary Public

KATHLEEN S. MALONEY

**For The School Board**

(Corporate Seal)

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

ATTEST:

[Signature]  
Franklin L. Till, Jr.  
Superintendent of Schools

By: [Signature]  
Lois Wexler, Chair

Date: 8/5/03

Approved as to form:  
[Signature]  
School Board Attorney

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the last date of execution of the parties shown below.

### ATTACHMENT A

Event	Dates	Times	License Fee	BCPA Credit	Total Due
<b>Dillard #1</b>					
Load In	December 8, 2003	1:30 PM	\$950.00	\$950.00	0
Tech/Rehearsal	December 9, 2003	1:00 PM	\$950.00	\$950.00	0
Rehearsal	December 10, 2003	3:00 PM	\$950.00	\$950.00	0
Rehearsal	December 11, 2003	1:00 PM	0	0	0
Performance	December 11, 2003	7:30PM	\$950.00	0	\$950.00
Performance/Load Out	December 12, 2003	7:30PM	\$950.00	0	\$950.00
		Totals	\$4750.00	\$2850.00	\$1900.00

<b>Dillard #2</b>					
Load In/Rehearsal	February 3, 2004	1:00 PM	\$950.00	\$950.00	0
Tech/Rehearsal	February 4, 2004	1:00 PM	\$950.00	\$950.00	0
Tech/Rehearsal	February 5, 2004	1:00 PM	\$950.00	\$950.00	0
SEAS Performance	February 6, 2004	10:00 AM	\$950.00	\$950.00	0
SEAS Performance	February 6, 2004	11:30 AM	\$950.00	\$950.00	0
Performance	February 6, 2004	7:30 PM	\$950.00	0	\$950.00
Performance/Load out	February 7, 2004	7:30 PM	\$950.00	0	\$950.00
		Totals	\$6650.00	\$4750.00	\$1900.00

<b>Dillard #3</b>					
Load In	March 1, 2004	1:00 PM	\$950.00	\$950.00	0
TechRehearsal	March 2, 2004	1:00 PM	\$950.00	\$950.00	0
TechRehearsal	March 3, 2004	1:00 PM	\$950.00	\$950.00	0
Rehearsal	March 4, 2004	1:00 PM	\$950.00	\$950.00	0
Performance	March 4, 2004	7:30 PM	\$950.00	0	\$950.00
Performance/Load Out	March 5, 2004	7:30 PM	\$950.00	0	\$950.00
		Totals	\$6650.00	\$4750.00	\$1900.00

<b>Dillard #4</b>					
Load In	May 17, 2004	1:00 PM	\$950.00	\$950.00	0
Tech/Rehearsal	May 18, 2004	1:00 PM	\$950.00	\$950.00	0
Tech/Rehearsal	May 19, 2004	1:00 PM	\$950.00	\$950.00	0
Tech/Rehearsal	May 20, 2004	1:00 PM	\$950.00	\$950.00	0
Performance	May 21, 2004	7:30 PM	\$950.00	0	\$950.00
Performance	May 22, 2004	7:30 PM	\$950.00	0	\$950.00
Performance	May 23, 2004	2:00 PM	\$950.00	0	\$950.00
		Totals	\$6650.00	\$3800.00	\$2850.00
			<b>\$24,700.00</b>	<b>\$16,150.00</b>	<b>\$8550.00</b>

## Appendix A

### Amaturo Theater Rental and Box Office Schedule of Fees and Charges

Base Rent includes load-in on the same day and single performance or event lasting no longer than three and a half (3.5) hours. Additional hourly rates shall apply if the performance or event exceeds three and a half (3.5) hours. For multiple Performances/Events or events on the same day, the base rent will also increase accordingly.

<b><u>Base Rent</u></b>	Commercial:	The greater of \$950.00 or 10% of Gross Ticket Sales
	Non-Profit:	The greater of \$950.00 or 10% of Gross Ticket Sales
	Damage Deposit	To be determined by PACA

<b><u>Included in Base Rent</u></b>	<b><u>Additional over 3.5 hours</u></b>
Front of House	\$100 per hour
Security/Police	\$100 per hour
Cleaning/Maintenance	\$ 50 per hour

#### **Technical Production**

Stage Personnel	As required at prevailing rates
Equipment Rental	As required at prevailing rates, Appendix B

#### **Box Office**

<b>Box Office Service Fee</b>	Commercial: 3.5% of Gross Ticket Sales With a with a minimum payable of \$250
	Non-profit: 2.5% of gross ticket sales With a minimum payable of \$250
<b>Credit Card Charges</b>	Commercial: 4% of Gross Credit Card Sales Non-profit: 4% of Gross Credit Card Sales
<b>Group Sales</b>	Commercial: 10% of Gross Group Sales Non-profit: 10% of Gross Group Sales
<b>Consigned Tickets</b>	Commercial: \$.50 per ticket
	Non-profit: \$.25 per ticket
<b>Complimentary Tickets</b>	Commercial: \$.50 per ticket
	Non-Profit: \$.25 per ticket
	*Up to twenty (20) Complimentary Tickets may be issued in the sole discretion of PACA for both Commercial and Non-profit.
<b>Facility Surcharge</b>	Commercial: \$2.50 per ticket
	Non-Profit: 7.5% of Gross Ticket Sales
<b>Merchandise Sales</b>	20% of gross sales, less applicable taxes.

## Appendix B

### Amaturo Theater Equipment Licensee Fees and Charges

**Orchestra Package-** \$250 per event

Includes:

- Orchestra Shell
- Orchestra Chairs
- Music Stands and Lights
- Conductors Podium
- Orchestra Risers including Kick Rail and skirting for all:  
(10) 4'x8'x8", (10) 4'x8'x16", (10) 4'x8'x24"

**Draperies**

Theater comes equipped with full stage black masking. Additional rental soft goods:

- White filled scrim or cyclorama 30'x48' \$75.00 per day or \$300 per week
- Black sharkstooth Scrim 36'x48' \$75.00/per day or \$300 per week

**Sound System**

- \$150 per day
- Lavalier Microphones \$50 per mic
- Handheld Wireless Microphones \$50 per mic

**Lighting Package**

- \$150.00 per day
- Followspots - \$50/day

**Dance Floor**

- Black Lonseal "Lonstage" floor \$100 per day or \$300 per week

**Pianos**

- 9' Steinway Grand, Model D \$175 per day or \$500 per week
- 6' Yamaha Baby Grand \$100 per day or \$300 per week
- 48' Yamaha Upright \$ 60 per day or \$150 per week

**LCD Projector** \$250 per event

*\*Some equipment is shared with the Au-Rene Theater and is pending availability.*

**A 4% Production Services Fee will be calculated on the total Production Invoice and will be added to the final settlement.**

**Performing Arts Center Authority**  
***Broward Center for the Performing Arts***  
**Amaturo Theater Ticketing Service Agreement**

This Ticketing Service Agreement ("Addendum") is to be deemed a part of that certain License Agreement for Use of Facility ("License Agreement") entered into on \_\_\_\_\_, \_\_\_\_\_, by and between the Performing Arts Center Authority ("PACA") and Licensee for the use of the Amaturo Theater.

Event:  
Group:  
Contact:  
Address:  
City, State, Zip Code:  
Telephone:  
Fax:  
Federal Identification #:

(Herein after referred to as LICENSEE)

This Addendum specifies ticketing services for the Engagement specified in the Licensee Agreement.

Licensee acknowledges and agrees that:

1. PACA operates the AutoNation Box Office ("Box Office"), which has exclusive right of and control of, all ticketing operations for events at the Broward Center for the Performing Arts.
2. PACA will provide all box office sales, remote location sales and charge-by-phone sales for the Engagement. The Box Office will also provide all ticket sales, accounting and other management functions relating to ticketing, including event set up, reports, and reconciliations.
3. PACA reserves the right to use at its sole discretion and without payment to Licensee, ten seats referred to as "House Seats" for each performance presented by Licensee. It is agreed that the house seats have zero value are for PACA's own use and will not be sold by PACA. Additionally PACA reserves the right to hold ten seats referred to as "House Authority Holds" with full payment to Licensee for the same. Both "House Seats" and "House Holds" shall be located in the first twenty (20) rows of the center orchestra. These seats, if not used by PACA, shall be released to Licensee no later than forty-eight hours prior to each performance.
4. PACA reserves the right to limit the number and usage of complimentary tickets to be issued or distributed by Licensee. Licensee shall seek PACA approval for issuance of complimentary tickets in excess of five percent (5%) of the total ticket manifest which approval may be withheld in PACA's sole discretion. Should PACA withhold such approval, the tickets issued in excess of the above amount allowed will be the assigned full price value for purposes of determining rental or ticket service percentage fees and Facility surcharge.
5. PACA will hold seats designated as disability accessible for sale only to persons with disabilities and one (1) companion. Such seats, if not sold, will only be released on the day of performance and will be the last seats released.
6. All advertising, promotion and publicity copy concerning ticket sales is subject to approval by PACA as indicated in Section 7.1 in the License Agreement. Any change (that is, discounts, promotional offers) must be approved PACA.

The following standard language is to be used in all advertising which references ticket sales:

**"Tickets available at the AutoNation Box Office or Ticketmaster**

**To charge tickets by phone call (954) 462-0222"**

Licensee may advertise no other telephone numbers or locations for ticket sales.

- 7. PACA will deduct applicable Florida State Admission Taxes from Gross Sales. If Licensee is exempt from Florida State Admissions Tax, Licensee must provide a copy of the 501c3, Florida State Admissions Tax form prior to any tickets being printed.
- 8. Licensee shall pay for Box Office services, in addition to the rentals and other sums set forth in the License Agreement as per Appendix A.
- 9. Prior to any event going on sale:
  - A. The appropriate licensee fee, as specified in the License Agreement, must be paid by Licensee and reviewed by PACA.
  - B. Proof of contractual agreement with any publicized performers must be received by PACA.
  - C. The License Agreement and Ticketing Service Agreement ("Addendum") must be received by PACA.
  - D. PACA must have three weeks from the time the ticket rider is received and processed to fill benefactors orders.
- 10. In the event of a cancelled or rescheduled event, charges are calculated at the time said event is taken off sale. Upon successfully rescheduling the event, it will be set up as an entirely new account on the ticketing system. Previously sold tickets can be honored, if desired, for the scheduled event.
  - A. Pursuant to the License Agreement, PACA shall retain Receipts pending Settlement. In the event the Licensee fails to present the performance, PACA in its sole discretion may retain the receipts for the purpose of refunding same to purchasers and/or for payment of the Fees.
  - B. PACA retains the right in its sole discretion, to make determination of ticket refunds for cause, in keeping with PACA's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment, failure of Engagement to occur within a reasonable time, cancellation or rescheduling of Engagement. Licensee agrees and hereby authorizes PACA to deduct any amount so refunded or credited from payments due to Licensee pursuant hereto. PACA will provide Licensee with appropriate documentation regarding any and all such action.

LICENSEE: \_\_\_\_\_

PERFORMING ARTS CENTER AUTHORITY

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Mark Nerenhausen, President/CEO

\_\_\_\_\_  
Print name and title of authorized signature

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

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

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## ADDENDUM

ATTACHED HERETO AS EXHIBIT "A", TO SUPERCEDE ALL CONFLICTING  
ARTICLES OF THE LICENSE IN REFERENCE BETWEEN NATIONAL CAR RENTAL  
CENTER AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

*Broward  
Center*

**Insurance:** Licensee shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Premises or arising out of Licensee's use of the Premises or otherwise arising out of any act or occurrence at the Premises or Center. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Owner, Manager and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Owner may designate as additional insured. At least one week prior to the first day of the Term, Licensee shall furnish a certificate of insurance evidencing that such insurance is in effect. Licensee hereby waives all subrogation rights of its insurance carriers in favor of Owner and Manager and their partners, beneficiaries, trustees, officers, directors, employees and agents and such other parties as Owner may have designated as additional insured.

**Indemnification:** Each party agrees to be fully responsible for its acts of negligence, or its employees or agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

**Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools,  
Property Management & Site Acquisition Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301



With a Copy to: Executive Director,  
Property Management & Site Acquisition Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 14<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To Licensor: Mark Nerenhausen, President/CEO  
Performing Arts Center Authority  
201 SW Fifth Avenue  
Ft. Lauderdale, FL 33312

**Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Termination:** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Agreed and  
Accepted by: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'M. Nerenhausen', written over a horizontal line.

Date: 10/2/03

**EXHIBIT 2**

**Supporting Documentation**



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
MAGNET PROGRAM/DEVELOPMENT**

**LESLIE BROWN  
DIRECTOR**

**Telephone: (954) 765-6613**

**Facsimile: (954) 765-6368**

July 7, 2003

TO: J.D. Hoffner, Property Coordinator

FROM: Leslie Brown, Director, Magnet/Program Development



SUBJECT: **BCPA/DILLARD HIGH SCHOOL 2003-2004 CONTRACT**

Please put the Broward Center for the Performing Arts/Dillard High School Contract for 2003-2004 on the Regular School Board Meeting agenda as soon as possible.

LB/RJ:kg

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