

2025 MAD STUDIOS AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of January, 2025, by and between the CITY OF HOLLYWOOD, FLORIDA (hereinafter “City”) a municipal corporation of the State of Florida and MAD Studios (“MAD”), an organization authorized to do business in the State of Florida, whose principal address is 485 S Federal Hwy., Dania Beach, Fl. 33004

WITNESSETH:

WHEREAS, the City desires to provide quality cultural programming that may act as a catalyst for future investment in Downtown Hollywood; and

WHEREAS, the City desires to co-sponsor IGNITE Broward 2025, an event that is being produced by MAD, that will take place at the ArtsPark during the dates of February 14, 2025 through February 23, 2025 and during the following hours: Sunday – Thursday 6PM – 10PM and Friday – Saturday 6PM – 11PM; and

WHEREAS, MAD will select, organize, and contract all artist for cutting-edge art installations that align with the festival’s vision. MAD will oversee the setup of each exhibition, ensuring seamless integration of digital projection, sound, and interactive elements. Mad will be responsible for technical support providing full technical execution, including equipment setup (projection mapping, screens, etc., and ongoing maintenance throughout the exhibition period. MAD will provide coordination acting as the liaison between artists, and event stakeholders, ensuring smooth communication and problem solving; and

WHEREAS, the City will support MAD for producing and implementing the scheduled Event by paying MAD a reimbursement fee not to exceed \$150,000.00 as a total budget, and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, CITY and MAD agree as follows:

1. MAD shall produce and coordinate all aspects of the Event.
2. MAD shall obtain all applicable permits, licenses and ensure that all required inspections are completed prior to the Event. MAD is solely responsible for any and all costs for such permits, licenses and inspections.
3. MAD shall be solely responsible for all compensation that may be due to all artists, performing artists, vendors, and contracted services, and the City shall have no such responsibility, obligation or liability.

4. MAD shall obtain all required insurance policies and coverage set forth in Chapter 102 of the City's Code of Ordinances. MAD shall submit CERTIFICATES OF INSURANCE to the City's Department of Parks, Recreation and Cultural Arts no later than 72 hours prior to the Event and the City shall be named as an additional insured. MAD shall require all performers and vendors to execute an Indemnification and Hold Harmless Agreement for the benefit of the City and shall submit same to the City's Department of Parks, Recreation and Cultural Arts prior to the Event.
5. MAD agrees to indemnify and hold harmless the City, its officers, agents and employees against any and all loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from (a) any breach from MAD of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties of covenants made by MAD herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the Event and use of the property by MAD's agents, employees, invitees, and all other persons, and (d) any claims, suits, actions, damages or causes of action of any kind whatsoever arising during the terms of this Agreement for any personal injury, loss of life or property damage sustained by reason of this agreement, its execution and/or its performance by MAD or the Performing Artists, vendors or other contracted individuals. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes, Section 768.28.
6. This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.
7. This Agreement shall be governed as to performance and interpreted in accordance with the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
8. It is expressly understood and agreed that this Agreement is for the duration of this Event only and that MAD has no right or privilege other than that expressly provided herein.

9. MAD agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or a joint venture between the City and MAD, or as constituting MAD or any officer, owner, employee or agent of MAD as an agent, representative or employee of the City for any purpose or in manner whatsoever, and that it shall not represent to any third parties that such is the case.
10. All changes to this Agreement must be mutually agreed upon in writing by both parties.
11. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party. In the event of any assignment, MAD remains secondarily liable for the services described in the Agreement unless MAD expressly waives such secondary liability.
12. This Agreement may be terminated in whole or in part by the City, upon written notice to MAD when the City determines in its sole discretion that it is in the City's interest to do so. MAD shall not be entitled to recover any cancellation charges or lost profits.
13. During the performance of this Agreement, MAD and any subcontractor and/or joint venture partner shall not discriminate on the basis of race, color, gender, national origin, sexual orientation or any other category specifically protected by all applicable laws.
14. All notices required under this Agreement shall be delivered by certified mail, return receipt requested, by reputable air courier services, or by personal delivery to the addresses listed above.
15. The delay or failure by the City to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the City's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.
16. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

2025 MAD Studios AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

City of Hollywood, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
George Keller, Jr. CPPT
City Manager

APPROVED AS TO FORM:

Approved by: _____
Stephanie Tinsley, Director of
Financial Services

Damaris Henlon
Interim City Attorney

MAD Studios

ATTEST:

Corporate Secretary

By: Marc Aptakin
Signature
Print Name: Marc Aptakin
Title: President