

**AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, FLORIDA AND THE
RHYTHM FOUNDATION, INC. FOR THE MANAGEMENT OF THE ARTSPARK AT
YOUNG CIRCLE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the **City of Hollywood, Florida** ("City"), a subdivision of the state of Florida, whose address is 2600 Hollywood Boulevard, Hollywood, FL 33020 and **The Rhythm Foundation, Inc.** ("TRF"), a Florida not-for-profit corporation, whose principal address is PO Box 41625, Miami Beach, FL 33141.

WITNESSETH

WHEREAS, the City is the owner of the ArtsPark at Young Circle, located in Downtown Hollywood, Florida (the "Facility"); and

WHEREAS, TRF is a Florida not-for-profit (501(c)(3)) arts organization with a mission to increase international awareness and cultural exchange through the presentation of live music and related media programming; and

WHEREAS, the City desires to engage TRF, and TRF desires to accept the engagement, to provide management services for the Facility on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. TERM

1.1 Initial Term: This Agreement shall be for a period of five (5) years, commencing on December 1, 2025, and ending on September 30, 2030, unless earlier terminated pursuant to this Agreement.

1.2 Renewal Terms: The City may, at its sole discretion, extend this Agreement for two (2) successive two (2) year terms by providing written notice to TRF at least ninety (90) days prior to the expiration of the then-current term.

1.3 TRF shall assist with event promotion by sharing event details and any new information with the City's Parks and Recreation and Office of Communications team, as well as on their own outreach channels including social media and with their event partners in an effort to expand messaging reach.

1.4 TRF shall obtain all applicable permits, licenses and ensure that all required inspections are completed prior to the Event. TRF is solely responsible for any and all costs for such permits, licenses and inspections.

1.5 TRF shall be solely responsible for any and all compensation that may be due to any and all Performing Artists for the stages, Vendors, Contracted Services

1.6 TRF shall obtain all required insurance policies and coverage set forth in Chapter 102 of the City's Code of Ordinances. TRF 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. TRF 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 no later than 72 hours prior to the Event.

1.7 TRF agrees to indemnify and hold harmless 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 TRF of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties of covenants made by TRF 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 TRF'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 TRF 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.

1.8 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.

1.9 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 and venue shall properly be in Broward County, Florida.

1.10 All changes to this Agreement must be mutually agreed upon in writing by both parties.

1.11 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.

1.12 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.

2. SCOPE OF SERVICES

TRF shall operate, manage, maintain, promote, and market the Facility in a manner consistent with other first-class outdoor cultural venues. TRF shall:

- Produce a minimum of 12 events per year on a regular and increasing basis, including TRF – produced and third-party events, as operations and venue utilization mature. .
- Collaborate with other cultural organizations to develop consistent programming.
- Manage all aspects of booking, ticketing, concessions, and sponsorships.
- Maintain the Facility in good condition and in compliance with all applicable laws.
- Provide quarterly programmatic and financial reports to the City.

2.1 Exhibit A – Minimum Maintenance Standards

TRF agrees to perform its management and operational responsibilities in accordance with the minimum maintenance specifications outlined in **Exhibit “A”**, attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and Exhibit “A”, the terms of this Agreement shall control.

3. CITY SUPPORT

3.1 Annual Contribution: The City shall provide TRF with an annual contribution of \$150,000, payable in quarterly installments, to support operations, programming, and marketing.

3.2 Facility Access: The City shall have unrestricted, rent-free access to the Facility for City-sponsored events, subject to coordination with TRF.

3.3 Capital Improvements: The City agrees to provide capital and equipment investments over a multi-year plan, including installation of fencing and internet connectivity along with new sound and lighting equipment at a not to exceed limit to be determined.

3.4 Administrative Space: The City shall provide TRF with on-site administrative workspace within the Visual Arts Pavilion.

4. REVENUE AND FEES

- TRF shall retain all rental fees, concessions revenue, and sponsorship dollars.
- The City shall receive a Three Dollar (\$3.00) per ticket SOLD facility fee. Facility fee would not be added to free tickets.
- TRF shall set rental rates, including discounted rates for nonprofit organizations.
- **City-Sponsored and Booked Events Revenue**
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- The City shall retain all revenue generated from events that are fully City-sponsored or City-booked, whether produced for profit or as nonprofit initiatives.

This includes, but is not limited to, revenue from ticket sales, concessions, sponsorships, vendor fees, and other income directly associated with such events.

- For collaborative or co-sponsored events (e.g., events jointly branded or produced by the City and TRF), the allocation of revenues, sponsorships, and related income shall be determined in advance on a case-by-case basis through mutual agreement between the City and TRF.

TRF shall provide reasonable coordination and production support for City-sponsored events as requested by the City. TRF may retain or apply sponsorship funds that it independently secures for co-sponsored events, provided such sponsorships are preapproved by the City and consistent with the event's purpose and branding. The City reserves the right to work directly with TRF to produce separate free events to the public.

• 5. INSURANCE AND INDEMNIFICATION

TRF shall maintain the following insurance coverage:

- General Liability: \$2,000,000 aggregate / \$1,000,000 per occurrence
- Liquor Liability: \$1,000,000
- Workers Compensation: As required by law

TRF shall name the City as an additional insured and indemnify the City against any claims arising from TRF's operations.

6. REPORTING AND AUDITS

TRF shall:

Submit quarterly reports detailing events, attendance, revenue, and marketing efforts.

- Maintain accurate financial records and allow the City to audit such records upon request.
- Submit an annual management and programmatic plan each October.

7. TERMINATION

This Agreement may be terminated:

- By either party for cause with 30 days' written notice.
- By the City for convenience with 60 days' written notice.
- Automatically if TRF ceases to be a not-for-profit corporation.

8. MISCELLANEOUS

- This Agreement is not a lease and does not create a partnership or joint venture.

- TRF shall comply with all applicable laws, including Chapter 119, Florida Statutes, commonly known as Florida Public Records Law.

IF TRF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020, OR AT (954) 921-3211, PCERNEY@HOLLYWOODFL.ORG.

- The City retains exclusive rights to naming rights and permanent signage.
- This Agreement shall be governed by the laws of the State of Florida.
- This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- During the term of this Agreement, TRF 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.

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
AND LEGAL SUFFICIENCY:

Approved by: _____
Stephanie Tinsley, Director of
Financial Services

Damaris Henlon,
City Attorney

THE RHYTHM FOUNDATION

ATTEST:

Corporate Secretary

By: _____
Signature
Print Name: _____
Title: _____

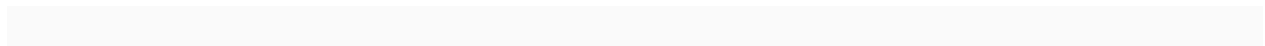


EXHIBIT "A"

CITY OF HOLLYWOOD, FLORIDA MINIMUM MAINTENANCE SPECIFICATIONS FOR PERSONNEL, GENERAL SECURITY, & EMERGENCY PROCEDURES

These minimum operating and maintenance standards are intended to be considered as a whole and intended to provide an overall standard for the Facility. Individual discrepancies, as well as deviations, from any individual standard shall not be considered a default of the Agreement: it is the intention of the parties that this Exhibit is merely a guide and that TRF is only expected to use good faith efforts to endeavor to meet the standards set forth herein. In the event of a conflict between the terms or conditions of the Agreement and the terms or conditions of this Exhibit, the terms and conditions of the Agreement shall control.

PERSONNEL

- TRF shall have the sole responsibility to recruit and employ a full-time general manager and any necessary administrative and accounting personnel that are responsible for the overall management and operation of the Facility.
- TRF shall have the sole responsibility to recruit and employ sufficient personnel to maintain the following functions: general and event security; janitorial, housekeeping and cleaning for both event and non-event cleanup (including graffiti removal); painting and general overall maintenance of the Facility to ensure that the Facility is being maintained consistent with other Comparable Facilities.
- The City shall have the sole responsibility for maintenance of capital systems, electrical systems, plumbing, lawn and air conditioner operation.
- TRF shall have the sole responsibility to recruit and employ personnel as it deems necessary for the staging and coordinating of events and productions.
- TRF shall maintain personnel policies that assure employment practices do not discriminate on the basis of race, color, religion, military status, marital status, physical or mental disability, national origin, age, gender, or sexual preference.

SECURITY

- TRF shall provide overall security of the Facility during event hours with privately contracted, licensed, and insured security guards, in coordination with City of Hollywood Police and Fire.
- **EMERGENCY PROCEDURES**
- TRF shall assign an employee and a backup employee to act as an Emergency Liaison to the City. This individual will be required to use good faith efforts to attend any and all meetings, held by the City, that deal with emergency situations such as extreme weather events, terrorist acts, etc. The Liaison will serve as the point of contact during any emergency crisis.
- TRF shall develop and implement a Hurricane Preparedness Procedure, a copy of which shall be provided to the City.