

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** September 21, 2017

FROM: Alan Fallik
Acting General Counsel

SUBJECT: Proposed Agreement with Hollywood Art and Culture Center, Inc.
("Center") for the purchase of tickets to be utilized for the promotion of
the Center to the Hollywood Beach Visitor Market.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – CRA
- 2) Type of Agreement – Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – 10 years
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – In a total amount not to exceed \$300,000.00, payable on an annual basis in an amount to exceed \$30,000.00 per year.
- 6) Termination rights – Non-defaulting party may terminate the Agreement if a default occurs by the other party and defaulting party has not cured the default within a reasonable amount of time.
- 7) Indemnity/Insurance Requirements – n/a
- 8) Scope of Services – CRA will purchase 3,000 tickets from the Center on a yearly basis. The Center will recognize the Hollywood CRA and promote Hollywood Beach as a tourist destination by recognizing the CRA in all of the Center's promotional documents for all events held at the Center. The Center is required to be open for business at least five days a week for a minimum of three hours per day.
- 9) CRA's prior experience with Vendor (if any) – n/a

Term Sheet – Art and Culture Center

10) Other significant provisions – (a) Cinema shall provide CRA with programming information on an ongoing basis as well as provide documentation every year which indicates the amount of CRA ticket vouchers that were utilized for admittance; and (b) If Center fails to offer ample events for the ticket vouchers supplied to the CRA prior to their expiration, or the Center relocates outside of the CRA Districts, then the Center shall remit a prorated portion of the \$30,000.annual payment to the CRA due to the unavailability of admission to events.

cc: Jorge Camejo, CRA Executive Director