

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ , 2017 , by and between the Hollywood, Florida Community Redevelopment Agency-Beach District, (“CRA”) and Hollywood Art and Culture Center, Inc. (“the Center”), a Florida not-for-profit organization, authorized to do business in the State of Florida, (“The Center”).

RECITALS

WHEREAS, The Center presents contemporary gallery exhibitions, live stage performances, and high-quality education programs; and

WHEREAS, The Center fosters a creative environment where new and challenging work can flourish through programs that reflect the highest standards of artistry and diversity; and

WHEREAS, The Center is located at 1650 Harrison Street which is within the Downtown District of the CRA; and

WHEREAS, The Center operates on a yearly basis, providing six-day a week quality cultural and artistic programming that is enjoyed by residents and visitors; and

WHEREAS, The Center significantly enhances existing business activities and business recruitment, retention and expansion efforts in the Downtown District; and

WHEREAS, The Center attracts not only residents of the City to the Downtown area but also attracts visitors to the City of Hollywood and those staying on Hollywood Beach which is part of the Beach District of the CRA; and

WHEREAS, the CRA sees the location of The Center as an opportunity to not only foster business and economic redevelopment within the Downtown District but to enhance the CRA Beach visitor’s experience; and

WHEREAS, the re-establishment of tourism is a goal of the Beach CRA Redevelopment Plan; and

WHEREAS, it has been determined that it would be beneficial to afford the visitors of Hollywood Beach a diversity of recreational activities such as attending the various cultural events and programming being offered by The Center; and

WHEREAS, the parties desire to enter into this Agreement to facilitate and further promote the visitor marketing program of the Beach District and enhance the redevelopment efforts for both the Beach and Downtown Districts of the CRA;

NOW, THEREFORE, in consideration of the material promises and covenants made therein, CRA and The Center agree as follows:

1. The term of this Agreement will commence upon execution and and expire on December 31, 2027.

2. The Center shall provide the CRA with 3,000 ticket vouchers per year, which are valid for admittance to any general admission event located at The Center's Downtown Hollywood location, 1650 Harrison Street. For the initial term of this Agreement which commences upon execution, The Center shall provide 3,000 ticket vouchers upon execution of this Agreement. Every year thereafter, The Center shall provide the required tickets on October 1st of each year. It is understood that all ticket vouchers may be used for any and all general admission events and are valid for eighteen (18) months. If the event is cancelled, the ticket voucher holder shall be entitled to use the ticket voucher for another scheduled event.

3. Upon receipt of the initial ticket vouchers upon execution of this Agreement, CRA shall remit payment to the The Center in the amount of \$30,000.00 within 45 days of execution of this Agreement. For each year thereafter, upon receipt of

the annual tickets, CRA shall remit payment to The Center in amount not to exceed \$30,000.00. Nothing herein shall be construed to limit The Center or the CRA from entering into mutually acceptable grants, marketing and/or sponsorship agreements during the duration of this Agreement.

4. The Center shall provide CRA with programming information on an ongoing basis which shall include but not be limited to the dates and times for all events scheduled each year. Further, The Center shall provide the CRA with documentation every year which indicates the amount of CRA ticket vouchers that were utilized for admittance.

5. The Center shall recognize the Hollywood CRA and will 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.

6. During the term of this Agreement, if The Center fails to offer ample events for the ticket vouchers supplied to CRA prior to their expiration, or The Center relocates outside of the CRA Districts, The Center shall remit a prorated portion of the \$30,000 payment to the CRA due to the unavailability of admission to events.

7. Pursuant to this agreement, The Center shall:

- a. Take all necessary steps to maintain the premises in a high quality standard to ensure a positive experience for all visitors.
- b. Open for business at least five days a week for a minimum of three hours per day.

8. Upon the failure of The Center or CRA to fulfill any of their respective obligations contained in this Agreement, the nondefaulting party may declare the defaulting party in default and terminate this Agreement, subject to and in accordance with the Notice and opportunity to cure provisions of this Agreement. The acceptance of all or part of an annual consideration by CRA or The Center for any period or periods

after a default by The Center or CRA in the faithful performance of any of the terms, covenants or conditions contained in this Agreement shall not be deemed a waiver of any respective right existing in CRA or The Center to either terminate this Agreement on account of such default or seek specific performance by the defaulting party, subject to and in accordance with the Notice and opportunity to cure provisions of this Agreement. Any waiver by either party of a default on the part of the other party shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term or condition herein contained to be performed by The Center or CRA. CRA and The Center shall be entitled, but not limited to, seeking specific performance and recovering their respective damages caused by a default of the other party. The nondefaulting party shall be required to give the defaulting party written notice to the parties and addresses contained in Section 12 hereof of each; such default, provided however, if good faith efforts are being made to cure any such default by the defaulting party, then this Agreement shall not be terminated unless the non-defaulting fails to cure the default within a reasonable time period agreed to by the parties.

9. 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.

10. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or parties exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise thereof. If any legal action is necessary or take to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

11. The Center agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CRA and The Center, or as constituting The Center or any officer, owner, employee or agent of The Center as an agent, representative or employee of the CRA for any purpose or in manner whatsoever, and that it shall not represent to any third parties that such is the case

12. NOTICES:

All notices to CRA shall be sent to:

Jorge Camejo, Executive Director of the CRA
330 North Federal Highway
Hollywood, FL 33020

All notices to The Center shall be sent to:

Joy A. Satterlee, APR
Executive Director
Art and Culture Center/Hollywood
1650 Harrison Street
Hollywood, FL 33020

AGREEMENT BETWEEN CRA AND HOLLYWOOD ART AND CULTURE CENTER, INC.

IN WITNESS WHEREOF, the parties hereto have individually and through their proper official executed this Agreement as of the date first above written.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

PHYLLIS LEWIS
SECRETARY

BY: _____
JOSH LEVY, CHAIR

ENDORSED AS TO FORM & LEGALITY
FOR THE USE AND RELIANCE OF THE
HOLLYWOOD, FLORIDA, COMMUNITY
REDEVELOPMENT AGENCY, ONLY.

ALAN FALLIK, ACTING GENERAL COUNSEL

HOLLYWOOD ART AND CULTURE CENTER,
INC.

ATTEST:

SECRETARY

BY: _____
Signature

Print Name: _____

Title: _____