

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2013, by and between RUTH ECKERD HALL, INC., herein referred to as the "Center," located at 1111 McMullen Booth Road, Clearwater, Florida, and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, located at 301 Fourth Street SW, Largo, Florida, herein referred to as the "Board;"

WITNESSETH:

WHEREAS, the Board owns and operates public schools throughout Pinellas County, Florida; and

WHEREAS, any particular public school, hereinafter referred to as "School," may desire to use the Center for various School-related activities; and

WHEREAS, the Center is agreeable to use of the Center for such School-related activities under certain conditions and provisions as set forth below;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the Center, agree as follows:

1. Term:

The term of this Agreement will be for a period of five (5) years beginning February 12, 2013, and ending February 11, 2018. This Agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, or upon such other terms and conditions as the parties mutually agree in writing.

2. Use Approval Process:

The Center may be used at dates and times as approved by the School Principal and Center Director, or their specified designees. After the use has been approved, the Center Director, or specified designee, will contact the Board's Real Estate Department to initiate a Facility Use Authorization Form (see sample as Exhibit "A"), which when fully executed by the Board's Real Estate Department and the Center's Director, or their specified designees, will be considered an amendment to this Agreement. Each Facility Use Authorization Form will state the dates and times of use, and costs to be paid by the School. An Estimated Expenses form prepared by the Center will be added to the Facility Use Authorization Form. It is understood by the parties that only the Board's Superintendent of Schools, Real Estate Department, or their specified designees, may execute the Facility Use Authorization Form for the School.

3. Liability and Insurance:

The parties will each be responsible for their own acts of negligence, or their respective employees', agents', or volunteers' acts of negligence when acting within the scope of their assigned responsibilities, arising out of or related to the maintenance, use or operation of the subject facilities, with Board liability being limited by the monetary limitations and defenses

contained in Section 768.28, F.S. The Center will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board will provide the Center, if requested, proof of insurance coverage or self-insurance, listing Ruth Eckerd Hall, Inc. as additional insured, in an amount sufficient to cover the Board's exposure to liability as set forth in Section 768.28, F.S.

4. Deposits:

Schools will pay a deposit to the Center within thirty (30) days of execution of the Facility Use Authorization Form for that School's event. The amount of the advance payment will be as agreed to by the Center and the School.

5. Final Payments:

Final payments must be made to the Center no later than 15 days after the performance date. If payments are not made by this time a 1% interest rate per month will automatically be added to the School's bill. Additionally, no future dates will be held until final payment has been made. Any unused portion of the reimbursable costs will be returned to the School with final settlement statements as soon thereafter as possible.

6. State Sales Tax:

The Board is state sales tax exempt.

7. Non-Taxable Services:

The Board is state sales tax exempt.

8. Cancellation of Event By School:

Should a School desire to cancel a use of the Center, notification must be given in writing to the Center as least six (6) months prior to the date of scheduled event. In the case of cancellation by the School with less than six (6) months' notice, the Center may require the full deposit made by the School, as liquidated damages, and the School and the Center will be relieved of any further obligations under the Facility Use Authorization Form and this Agreement with respect to said use. Notwithstanding the foregoing, if the Center is able to re-let the Center's facilities which are the subject of the School's use, the School will only be subject to liquidated damages if the re-let results in the Center not receiving at least the amount of the deposit from the re-let, and then only to the extent of the balance of the deposit, if any, after offsetting the amount received from the re-let.

9. Cancellation of Event By Center:

Should the Center desire to cancel a use or be unable to perform under this Agreement, notification will be given to the School at least six (6) months prior to the date of scheduled use. The Center will return any rent payments and the School and the Center will be relieved of any

further obligations under this Agreement.

10. Performance Bond:

Not required.

11. Union Agreements:

Schools will abide by any agreements or contracts currently in force between the Center and any labor unions.

12. Reasons For Termination of Agreement:

This Agreement will remain in effect unless terminated by either party as follows:

A. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within fifteen (15) days from receipt of said notice, then this Agreement shall terminate and be of no further force or effect other than the cancellation provisions in Section 8.

B. Either party may terminate this Agreement without cause at any time during the five (5) year term by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party; provided, however, that any presently scheduled use shall either proceed as scheduled or shall be canceled in accordance with the terms of this Agreement.

13. Assignment of Rights:

Neither party will assign this Agreement or any rights hereunder, nor sublet Center's premises without the written consent of the parties.

14. Usage Policy:

Each School will observe and abide by the Center's usage policies, as listed herein.

A. Usage Policy; Introduction:

- i. The Center's usage policies must be adhered to by the Schools.
- ii. Should the School be found in violation of any of the provisions of this Agreement, the Center will immediately consider the Facility Use Authorization Form for the School's event null and void, and the School will forfeit all advance payments made to the Center and be liable for all rental fees and other expenses incurred whether or not the performance actually occurs.
- iii. The Center's office is located at 1111 McMullen-Booth Road; phone number (727) 791-7060.

iv. It shall be the responsibility of the School to completely inform the proper agents, employees of the School, contractors and subcontractors hired by the School, concerning the terms and conditions of this Agreement. For the Center's explanation or clarification of its rules, call the Assistant Director of Operations at (727) 712-2776.

v. Due to the varied nature of Center operations, all requirements and production costs cannot be completely defined within this Agreement. Additional specifications and costs may be determined after arrangements for each event have been established with the Center, as agreed to by the Center and the School.

vi. Checks for deposits, rent, maintenance and depreciation surcharge, and other expenses billed to the School should be made payable to Ruth Eckerd Hall, Inc. The Center reserves the right to request payment by cashier's check.

B. Usage Policy; Areas of Special Interest:

The following is a summation of School expenses, both fixed and optional. Also included is a listing of where an explanation of each expense can be found in the contents of this Agreement.

Fixed Expenses

Paragraph 14 Usage Policy

Royalties.....	Section C
Stagehands.....	Section D
Maintenance and Depreciation Surcharge	Section E.
Traffic Control & Parking Guards.....	Section E.
Security Guards.....	Section E.

Optional Expenses

Video/Audio Recording.....	Section E
Food & Beverage Service.....	Section E
Advertising.....	Section F
Ticket Office Services.....	Section G

Rental Fees are as agreed to by the parties and are included in the Facility Use Authorization Form.

C. Usage Policy; Basic Provisions:

- i. The School accepts the Center's premises as is: The Center or Center's agents have made no representation or promises with respect to the said building or leased premises except as herein expressly set forth. The utilization of the leased premises by the School shall be conclusive evidence, as against School, the School accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

- a. Heat, etc.: As part of this Agreement, the Center will provide heat and air conditioning in compliance with the Federal energy guidelines, electrical power, water, and normal pre-and post-event cleaning, except restoring & cleaning of stage, which shall be the responsibility of the School.
 - b. Sublet/Use: The School may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. The School may not utilize the rented space(s) for any purpose or time period other than what is specified in the Agreement.
- ii. Compliance with laws and licensing:
- a. Compliance with laws: No activities in violation of federal, state, or local laws or of the board of health shall be permitted in Center premises, and it shall be the responsibility of the School, while under the terms and period of this Agreement, to enforce this provision.
 - b. Licenses, permits and copyrights: The School shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by this Agreement. The School will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices processes or dramatic rights used on or incorporated in the event. The Center may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.
 - c. Fire and safety codes: All sets, costumes, props, flashpots, laser lighting equipment, and any other material used by the School must conform to all existing fire and safety codes. The provisions of fire prevention code that prohibits smoking, flammable decorations, open flames, explosive or inflammable fluids, gases and compounds must be observed. The Center requires written evidence that all such codes have been observed and that operators have the required license(s). When pyrotechnics are used, the School must provide a "Clearwater Fire Department, Class A, Explosives Permit", along with a copy of the federal license of the person responsible for devising, supervising and discharging display. Payment of the "Fire Watch" with a minimum of two Fire Marshals will be the responsibility of the School.
 - d. Smoking: In compliance with Florida Clean Indoor Air Act, Section 386.201 of Florida Statutes, the Richard B. Baumgardner Center for the Performing Arts, including Ruth Eckerd Hall, is a non-smoking facility. However, smoking is permitted outside the Margarete Heye Great Room entrance and adjacent balconies. The School will fully cooperate in enforcing the "No Smoking" law at all times.
 - e. Non-resident aliens: Should the artist(s) to be presented by the School be a non-resident alien individual, partnership or corporation, the School expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirement of Section 1441 and 1442 of the Internal Revenue

Code and federal regulations promulgated thereunder.

iii. The School will provide Center Management:

- a. Tax exemption: The Board is state sales tax exempt.
- b. Signed contract for act: The School agrees to furnish the Center, at the time of School Facility Use Authorization Form signing, a copy of the signed contract between School and the Act to be presented. Portions of this signed contract concerning financial arrangement with the School may be excised.
- c. Royalty licenses: If the School holds any or all of the ASCAP, BMI, and SESAC licenses, a copy of these licenses must be provided; otherwise royalty charges will be assessed on the Final Expense Report.

iv. Public safety:

The School shall neither encumber nor obstruct the sidewalk in front of premises (or entrance to halls, stairs, lobbies, and audience chambers), nor allow the same to be obstructed or encumbered in any manner. The School further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to any person on the premises, or which is likely to constitute a hazard to property thereon, without the prior approval of the Center Director. The Center shall have the right to refuse to allow any such material, substances, equipment or object be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

v. Cancellation:

In case of cancellation by the School, it shall be the responsibility of the School to make a reasonable amount of public announcements, at the School's expense, concerning the cancellation, as soon as possible following the cancellation and including all daily newspapers, news departments at all commercial television stations, and at any radio stations in which paid or unpaid advertisements for the event were run.

vi. Interruption or termination of event:

The Center shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the Center, such act is necessary in the interest of public safety.

vii. Evacuation of facility:

Should it become necessary, in the judgment of Center staff, to evacuate the

premises because of a bomb threat or for other reasons of public safety, the School will retain possession of the premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another event scheduled at the Center. If, at the discretion of Center Management, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of Center Management based on the situation, and the School hereby waives any claim for damages or compensation from the Center.

viii. Bonding and additional security:

The Center, at its discretion, may require such bonding as is deemed necessary and may require additional security guards to be charged to the School.

ix. Damage and clean-up responsibility:

The School shall be responsible for any and all damages to Center premises caused by acts of the School or School's agents, employees, contractors, subcontractors, patrons, guests and artists whether accidental or otherwise. The School further agrees to leave REH premises in the same condition as existed on the date the School took possession, ordinary wear and use excepted. Additional charges incurred because of an unusual amount of post-event clean-up will be borne by the School. Restoring and cleaning of stage will be the responsibility of the School.

D. Usage Policy; Technical:

i. Stage manager:

The School agrees to furnish a qualified stage manager to run the event backstage or to accept the employment of a stage manager from the Center.

ii. Personnel:

Compensation will be at the prevailing stagehand rate and will include overtime, all insurance fees and taxes. The Center is a Union Hall, and all stagehands are arranged through I.A.T.S.E. local. The Center recognizes the Union as the sole representative for all employees employed in carpentry, electrical, property, sound, projection, wardrobe, truck loading, rigging and other related or incidental work in support of all stage performances. All terms and conditions as required by the Union concerning minimum hours, breaks, meal penalties, and minimum staffing will be observed by the School and enforced by the Center. Rates for stagehand labor are subject to change at any time. Questions concerning the Union requirements should be directed to the Center Technical Director at (727) 712-2711.

iii. Stagehand Calls:

- a. It is the Center's policy to require twenty-four (24) hours notice of cancellation of stagehand calls. If less than twenty-four (24) hours is given, the School will be charged a minimum five (5) hour call at the prevailing rates for each stagehand. Additional information regarding technical specifications may be obtained by contacting the Center Technical Director (727) 712-2711.
 - b. Only authorized professional personnel, as determined by Center management, are allowed to operate any theatre equipment.
- iv. Delivery of goods:
 - a. Sets, costumes, and other materials belonging to the School delivered prior to contracted time will not be accepted by Center staff without written arrangements and additional charges to the School. The Center makes no guarantee that space would be available to receive materials arriving early.
 - b. The Center will not accept any goods shipped to the hall for the School, or for any person claiming to be acting for the School, if any sum is to be paid the carrier upon his delivery thereof.
 - c. The Center is not responsible for lost, damaged or stolen items.
- v. Sound and lighting consoles:

Clearwater Fire Department regulations strictly limit the installation and operation of sound and/or lighting control consoles in the audience chamber of the auditorium.
- vi. Time:

Time shall be of the essence of this Agreement and the time granted shall not be extended for the occupancy of use of the premises or for the installation or removal of equipment without the permission of the Center, and all such additional time shall be paid for according to the schedule of fees fixed by the Center, if such permission is granted.
- vii. Telephone and fax charges:

Any expenses incurred by the Center for telephone and fax charges made necessary to properly execute the School's event will be paid by the School.
- viii. Dressing room keys:

For each dressing room key required, the School agrees to pay a \$500.00 deposit, which will be returned as keys are returned back to the Center Technical Director.

E. Usage Policy; House Performance:

- i. School representative:

The School will furnish to the Assistant Director of Operations the name, address and phone number of the School's representative. This representative will be the sole person authorized to make decisions or to negotiate with staff of the Center. This representative, who must be present at each performance, will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the Center.
- ii. Acts & Intermission:

The School agrees that for all programs lasting one (1) hour or more, excepting religious services or other engagements specifically excluded by the parties, an intermission of not less than 15 minutes be held, subject to modification by the Center, when necessary to meet unusual conditions. The length of acts and intermissions must be made known to the Assistant Director of Operations two weeks prior to the performance.
- iii. Deposits and date confirmations:

A deposit of approximately 50% of total estimated costs and a signed contract will confirm rental dates. Until a completely executed Facility Use Authorization Form and deposit are received by the Center, the proposed date of the event is subject to change. The Center reserves the right to hold ticketing monies to cover event operational expenses in the event the balance due is not received within 15 days following the event.
- iv. Maintenance and depreciation surcharge (facility fee):

The School will be charged a fee per ticket sold or per person in attendance, or a percentage of ticket sales, whichever is greater, to offset the expense of the maintenance and depreciation of the Center and its premises.
- v. Traffic control:

Center management will arrange for, at the School's expense, a traffic officer to control the traffic light at the intersection of McMullen-Booth Road and Ruth Eckerd Hall Drive. The fee will be at the prevailing rate. To maintain patron safety, the Center reserves the right to make all traffic control arrangements deemed necessary. All traffic control arrangements made by the Center will be billed to the School.
- vi. Parking guards:

Parking guards direct traffic in the parking areas. Parking guard expense will be at the prevailing rate.
- vii. Security guard:

A security guard is required to be on duty for the duration of the School's event. Security guard expense will be at the prevailing rate.

viii. Ushers:

The Center reserves the right to supervise, through its Assistant Director of Operations and House Manager, the services of all ushers (their numbers, appearance, training, etc.).

ix. Time:

House will be opened to audience one-half hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is one hour or longer, there shall be an intermission of at least 15 minutes. Specific arrangements to the contrary can be made with the Assistant Director of Operations.

x. Video and audio:

Non-production related activities (NPRA) include activities such as photographing, audio recording and video recording during rehearsals and/or performance at the Center. Unless prior arrangements are made, no less than 7 days in advance, and approved by the Center, these activities are prohibited. The NPRA rate is an element of rent based on the rental schedule. This fee is applicable when such activities are performed by the School or School's agents, employees, patrons, guests, artists or, at the request of the School, by Center personnel. Rates may be obtained by contacting the Assistant Director of Operations.

xi. Broadcast rights:

The Center reserves all rights and privileges for outgoing radio and television broadcasts originating from the Center during the term of this Agreement. Should the Center grant to the School such privilege, the Center has the right to require advance payment of any estimated related costs to the Center. The Center may also require payment seven days in advance for said privilege, in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date. The Center must receive credit for all broadcasts/cablecasts of the taped event. The broadcast requirements may be obtained from the Center's Assistant Director of Operations.

xii. Security:

All security arrangements deemed necessary by the Center will be made by the Center and will be billed to the School. Firearms of any kind may not be carried, displayed, or used by any person, other than security personnel authorized by the Center.

xiii. List of performers:

The School shall provide a list of names of performers to be left with the security guard at the artists' entrance. Only those persons on the list will be admitted on that afternoon or evening of the performance.

- xiv. Public areas:
The School agrees to abide by the discretion of the Assistant Director of Operations concerning activities, dress, etc., of those persons acting on behalf of the School in public areas.
- xv. Concurrent use:
The Center reserves the right to rent other parts of the hall at the same time as the School's rental of said premises, and the use of the lobby, vestibules, hallways, ticket office, lounges and other public rooms and facilities, at the discretion of the Center shall be concurrent with the use of such others as the Center may determine (provided that such renting to others shall not unreasonably interfere with the use of said premises by the School).
- The School understands and acknowledges that the School has no rights whatsoever to enter or use the areas in the said building compromising the administrative offices of the Center, the mechanical rooms or any other areas except such as are designated in this Agreement or otherwise specified by the Center in writing.
- xvi. Staff right to entry:
The School will afford Center personnel the right to enter any part of the hall at any time if they are performing an official function of the Center.
- xvii. Future attractions:
The Center reserves the right to distribute to the audience, announcements and literature concerning future attractions to be held in the hall whether such attractions are under the auspices of the School or not.
- xviii. Open rehearsals:
Any rehearsal attended by more than twenty-five (25) non-production personnel will be considered a performance and the Assistant Director of Operations must be advised thirty (30) days in advance in order to provide adequate staffing.
- ixx. Seating on stage:
The School will not permit or cause to permit seating on the stage, stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action.
- xx. Food and beverages:
a. For cast: The School agrees that when food and beverages are required on premises for cast and/or crew, the Food and Beverage Department will be contacted in reference to provision and location of these food and beverage items. Food or beverage service will not be provided in any area of the Center without approval of the Food and Beverage Department. Under no circumstances are food and beverages permitted in the auditorium or on stage. All alcoholic beverages must be administered through Ruth Eckerd Hall, Inc. as required by the state liquor license.

- b. Non-alcoholic bar service: Non-alcoholic bar service will be provided for all performances unless specifically not requested by the School. Please contact the Food and Beverage Manager at (727) 712-2759 for further details.
 - c. Catering: The Center's Food and Beverage Department will handle food and beverage service as required by the Facility Use Authorization Form if the School so desires. Arrangements to have the Food and Beverage Department professionally handle this area, as well as the fees involved, can be made through the Food and Beverage Department at (727) 712-2759.
- xxi. Lodging forbidden:

The School, or any person or persons claiming to be acting for the School, is prohibited from using the Center as a sleeping or lodging accommodation.
- xxii. Animals:

The School will not allow animals to be kept in the hall. Upon written permission of the Center Director, animals used in performance may be brought in to the Center only during actual rehearsal or performance.
- xxiii. Collections:

No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on Center premises, including parking areas, without first obtaining written permission of the Center Director no later than one week in advance.
- xxiv. Merchandise (Concessions):

The Center reserves and retains to itself the right to operate, license and/or permit others to operate, any and all concessions at or in all the facilities on the site of Center, during the period of this Agreement.

 - a. The Center reserves the right to use such areas as are, in its opinion, necessary for such concessions and where these concessions will be made available.
 - b. The Center will determine which concessions will be in operation during the period of the Agreement.
 - c. When written permission is granted to the School to operate a concession of any kind, the Center will receive twenty-five (25) percent of all net sales of any object or document. If the Center is required to provide a seller for said concessions, the Center will receive thirty (30) percent of all net sales.

- d. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the Center at least one week in advance.
- e. At no time will concession sales be permitted in the auditorium.

F. Usage Policy; Publicity and Promotion:

- i. Promotion and publicity:
The School agrees to withhold all publicity and promotion of the School's event until a date is established and a Facility Use Authorization Form executed, for initiation of ticket sales and all publicity and promotion can indicate such date. Failure to designate the specific date that tickets are to go on sale may result in additional charges for Center ticket office services.
- ii. Advertising:
In all advertising, the School has the authority to use the Center ticket office number only when, in the judgment of Center management, the School has made available for advance sale a sufficient number of tickets, in all price categories, so that the Center ticket office can properly accommodate and satisfy the demands of the ticket-buying public. Center management must review and approve all advertising and announcement copy that relates to the use of the Center ticket office telephone number.
- iii. Correct advertising copy:
The School agrees that all advertising – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – will contain the following information:
 - a. The true and correct name of the presenting agency or organization: i.e. "Country Music Stars, Inc., presents..." (abbreviations are not acceptable).
 - b. The specific and correct name of the audience chamber in which the event will take place: i.e. Ruth Eckerd Hall, or Margarete Heye Great Room.
 - c. The correct institutional name of the theater complex: i.e. Ruth Eckerd Hall at the Richard B. Baumgardner Center for the Performing Arts
information and tickets: Ruth Eckerd Hall Ticket Office, (727) 791-7400.
- iv. Posters, signage, etc.:
The School will display no posters, photographs, models, etc., without written permission of the Assistant Director of Operations, and then only in such areas as specified and such material as are approved in advance by the Center Director of Marketing and Communications. Further, the School is prohibited from driving any tack, nail or screw into the ceilings, walls or floors of the Center so as to mar, deface or injure Center property. The School is prohibited from displaying any signs, models, etc. on Center premises including parking areas, entrance and adjacent roadway without the written permission of the Center Director.

- v. **Objectionable material:**

Should the show contain any materials that may be viewed by any segment of the community as being morally objectionable, the management reserves the right to require of the School the inclusion in all advertising of a phrase, acceptable to Center management that alerts the potential ticket-buyer to the maturity of the theme or actions.
- vi. **Mail procedure for lessee:**
 - a. All mailing for Schools using the Center's list must be approved by Center Management. Not all lists are available for use. Center lists are not available for purchase.
 - b. All mailings done for the Center will be mailed by and paid for by the School. The Center's bulk permit is not available for School use by law. The School may pick up mailings at the Center at the time and place designated by the Marketing Department.
 - c. All materials mailed by the Center using the Center's lists must be approved by the Director of Marketing and Communications before they are printed. The Center reserves the right to refuse mailing material which is incorrect or was not approved prior to printing.
 - d. The Center charges a fee for this mailing service which is set by the Director of Marketing and Communications with the approval of the President and CEO of the Center.
 - e. No copy of the Center's mailing list will be supplied to the School.

G. Usage Policy; Ticket and Ticket Office:

- i. **Ticket office services:**

Full ticket office services are available at an additional charge. Ticket sales on Center premises are handled by Center ticket office staff only. No pre-printed tickets will be sold. Base charge includes initial and ongoing consultation between the School and Director of Ticketing/Information Services on program, price, configurations, capacities, audit, ticket ordering and administration. Contact the Assistant Director of Operations for prevailing rates.
- ii. **Third party ticket agencies:**

- a. Should the School opt to utilize an outside ticket agency, Director of Ticketing/Information Services must be consulted regarding wheelchair, companion, house, director and Center sales.
- b. The School will provide a list of satellite locations to the ticket office by the first day of public sale. This information will be available to the public.
- c. When the Center sells in conjunction with outside agencies, the Director of Ticketing/Information Services will coordinate allotments. Any ticket agency fees incurred through the sale of tickets at outlets other than the Center ticket office will be borne entirely by the School.

iii. Consignment:

There is no charge for the initial consignment of tickets. All unsold tickets will be returned to the ticket office 72 hours prior to performance. The School will be charged for all consigned tickets not returned within 72 hours of the performance. Discounted or complimentary tickets must be consigned as such or will be considered sold at face value.

iv. Ticket ordering:

- a. The School must provide the Director of Ticketing/Information Services with the name, address and phone number of one (1) authorized person as a contact for the ticket office. The School's Representative will then be the sole person to deal with the Director of Ticketing/Information Services.
- b. All communications between contact person and Director of Ticketing/Information Services must be written whenever possible. No verbal messages are to be given to the ticket office cashiers. No requests for audit reports on show are to be made at the window. Cashiers are not authorized to give out such information. Audit information, number of tickets sold, and any pre-performance information should be through a ticket office supervisor or Director of Ticketing/Information Services only. The School will indicate prior to public sale any special seating needs for individual shows, i.e. blocked seats, group seats, company seats, etc.
- c. The School will provide a description of the performance to the Director of Ticketing/Information Services, through the use of the Publicity calendar of events and ticket office services form, to enable ticket office staff to better inform the public about the School's event. Ticket Office services can not be initiated until the publicity calendar of events and ticket office services form is completed.

v. Refund of ticket revenue:

- a. In keeping with the Center policy of retaining public faith, the Center retains the right to make determination of ticket refunds for cause. Reasons can include, but are not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, or failure of act to show or to go on stage within reasonable time of schedule provided by the School.
- b. The Center will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the School.

vi. Ticket distribution:

Any tickets that leave the ticket office must be (1) paid for, (2) complimentary or (3) consignment. (The School understands that it is fully responsible for any tickets consigned.)

- a. Complimentary: The Center reserves the right to monitor the use, number and distribution of complimentary tickets by the School. Complimentary ticket requests must be in writing to the ticket office manager not less than one week before the performance. Complimentary tickets, Center seats and house seats not used by the Center will be returned for sale. The Center will use extreme discretion in distributing complimentary tickets and/or sale of the house seats, and Center seats, and will discount to the School for their use.
- b. Discounts: The School must advise Director of Ticketing/Information Services, in writing, when initial ticket information is given, of its intention to sell tickets at a discount. Such information must include the precise amount of discount, number of tickets, restrictions, and the scale categories and seat numbers involved.
- c. Group discounts: The School must identify the group discount and the restrictions that apply, i.e. minimum numbers, locations, cancellations, and fees in writing to the ticket office.
- d. Ticket giveaways: Arrangements for all ticket giveaways must be made through the box office three weeks in advance.
- e. Director's seats: The Center reserves the right to hold six (6) Director's seats for performances.

- f. Disability locations: The Center reserves the right to control the distribution of wheelchair and companion seating in the Hall's ticket office.
 - g. Center seats: The Center reserves the right to hold and distribute up to one (1) percent of the total seats of House capacity for its use.
- vii. Ticket office access and supervision:

Access is restricted to authorized personnel of the Center only. Supervision of sales is under the sole discretion of ticket office management.
- viii. Ticket office receipts:
 - a. Performance audit will be taken at closing of ticket office. A preliminary audit on "run of show" will be presented by the Center to the School within 48 hours after the final performance and will include a recapitulation of each performance. Sales tax on ticket revenue will be withheld and submitted by the Center (where applicable).
 - b. All receipts will be immediately deposited in the Center account. A check will be presented to the School with final audit in accordance with terms of this agreement.
- ix. Final settlement:

A Final Revenue/Expense Report will be issued within 10 working days of the School's date of performance. Revenue due to School will be paid within 30 days of final settlement, and final payment of School's expenses will be paid within the same time period. Day of show final settlement may be arranged by contacting the Assistant Director of Operations at (727) 712-2776, no later than 30 days before the day of show.

15. Food and Beverage Policy:

Each School will abide by the Center's food and beverage policies as listed herein. It shall be the responsibility of the School to completely inform the proper parties, agents or employees of the School concerning these rules and regulations. For clarification of individual rules, call the Center's food and beverage manager.

A. Food and Beverage Policy; Alcoholic Beverages:

- i. No alcohol beverages will be served at school-sponsored events, in accordance with Board policy.

B. Food and Beverage Policy; Public Safety:

- i. The School will abide by fire and safety codes established for the facility.
- ii. Smoking is not permitted in the Margarete Heye Great Room. Smoking, however, is permitted outside the Margarete Heye Great Room entrance and adjacent balconies.

C. Food and Beverage Policy; Delivery of Goods:

- i. Materials and goods belonging to or being rented by the School or School's agents, employees, patrons or guests delivered prior to contracted time will not be accepted by the Center staff without written arrangements and possible additional charge to the School. The Center makes no guarantee that space will be available to receive materials arriving early.
- ii. The Center will not accept any goods shipped to the Center for the School, or for any person claiming to be acting for the School, if any sum is to be paid the carrier upon his delivery thereof.

D. Food and Beverage Policy; Collections and Gaming:

- i. No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Center premises without first obtaining written permission.
- ii. The School and the School's agents will conduct their activities to conform with all local and stage laws. Specifically, the School and School's agents will conduct their activities to conform with Chapter 849, Florida Statutes, which prohibits certain gambling activities within the State of Florida.
- iii. The School will submit a Letter of Intent to the Pinellas County Sheriff's Department, the Clearwater Police Department, and the Center. The Letter of Intent shall outline in detail the operational procedures of the activities the School wishes to conduct in the Center and it shall request the legal advisors of the Pinellas County Sheriff's Department and the Clearwater Police Department to provide their opinions as to the legality of the proposed activities. The Letter of Intent must be submitted to the above parties within four weeks of the date of the execution of the Facility Use Authorization Form.
- iv. The Center must receive written responses from the legal advisors of the Pinellas County Sheriff's Department and the legal advisors of the Clearwater Police Department which set forth the opinions and conclusions of the legal advisors regarding the legality of the actions the School wishes to conduct at the Center. Specifically, the written responses must address and provide an opinion and conclusion as to the legality of the proposed activities in light of Chapter 849, Florida Statutes. The written responses must be received by the Center within four (4) weeks of the date of the execution of the Facility Use Authorization Form. If any of the written responses indicate that the proposed

activities are illegal or that their legality is questionable then the Facility Use Authorization Form will be void.

- v. If the School intends to conduct a "Monte Carlo" type event, the following operational guidelines must be followed and by executing the Facility Use Authorization Form, the School warrants that:
 - a. No device, implement, apparatus or paraphernalia ordinarily or commonly used or designed to be used in the operation of gambling houses or establishments will be brought onto the premises. Any items brought onto the premises will be designed and commonly used only for entertainment purposes.
 - b. The activities the School conducts at the Center will not consist of persons playing or engaging in any game of chance, by any device whatever, for money or any other thing of value.
 - c. No admission fee will be required for admission, but donations may be requested. Donations may not, however, be required in exchange for a raffle ticket.
 - d. The School will otherwise conduct its activities to conform with Chapter 849, Florida Statutes.

E. Food and Beverage Policy; Time:

- i. Time shall be of the essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the permission of the Center and all such additional time shall be paid for according to the schedule of fees fixed by the Center.
- ii. All time blocks include three additional hours before the scheduled time of the event for setup.

F. Food and Beverage Policy; Concurrent Use:

- i. The Center reserves the right to rent other parts of the Center at the same time as the rental of said premises to the School.
- ii. Specifically, School uses of the Heye Great Room and said School's guests, employees, caterer, agents or patrons shall not be allowed to enter the galleries, auditorium, lobbies or backstage areas. Permission to use any area beyond the Great Room must be obtained in writing. Such use may result in an additional charge.
- iii. The School is not allowed in kitchen for obvious safety reasons. Center staff on duty will gladly handle communication with Caterer.

- iv. The School and/or the School's agents (with the exception of the School's event caterer) may not use the Center's kitchen or prepare or deliver food of any kind without prior written approval from Center management.

G. Food and Beverage Policy; Cancellation:

In case of cancellation the School:

- i. The School shall be liable for reimbursement to the Center for Center staff time expended in preparation of the event, for any office materials used for the event, and for the Center's loss of revenue in being unable to book the room due to School's prior booking.
- ii. If notice of cancellation is given prior to six months in advance of the contracted date of event, a fee of \$50.00 will be kept by the Center for handling and processing expenses.

H. Food and Beverage Policy; Damage and Cleanup Responsibility:

The School shall be responsible for any and all damages to the Center premises caused by acts of the School or the School's agents, employees, patrons, guests and artists whether accidental or otherwise. The School must leave the Center premises in the same condition as existed on the date the School took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-evening cleanup will be borne by the School. The premises referred to in above statements include the parking lot(s) used by the School and the School's guests.

I. Food and Beverage Policy; Decorating:

- i. The School must obtain written permission from the Center to attach or suspend any decorative item(s) from or to the Center's property.
- ii. All decorations must be cleared away at the end of the School's contracted time period.
- iii. If all decorations are not removed at the end of the School's contracted time period, a fee of \$150 may be charged to the School.
- iv. No substances, such as birdseed, silly string, etc., will be sprayed or thrown.

J. Food and Beverage Policy; Caterers:

- i. The facility assesses a 10% facility and maintenance fee to caterers on the approved caterers list.
- ii. The School may choose a caterer not on the list. The caterer must agree to sign an agreement with the Center, obligating the caterer to carry liability insurance for each event and provide proof of licensure along with a signed final invoice from event.

- iii. Caterers may only provide coffee, tea, iced tea and water service with their services. Any other beverages must be approved by the Center in writing prior to the event
- iv. The School must inform the Center as to the caterer for their function at least two weeks in advance of the event. The Center assumes no responsibility for food service or preparation. Agreements made between the School and Caterer will have no force or effect on Center.

K. Food and Beverage Policy; Late Penalty:

Payments not made at least 10 days prior to the event will be charged a late penalty.

L. Food and Beverage Policy; Final setup:

Final setup plans must be filed in the food and beverage office no later than 10 days prior to the School's function. Special request must be made by this time. Any floor plan changes within 72 hours of the function will result in a \$75.00 charge. Failure to give this office an accurate guaranteed count within one (1) week of function will also result in a \$150.00 charge.

M. Food and Beverage Policy; Fire Law Regulations:

Room capacity per Fire Law Regulations requires:

- | | | |
|------|--|-----|
| i. | Dining with tables, stage, dance floor | 270 |
| ii. | Dining with tables only | 350 |
| iii. | Reception (standing) | 450 |
| iv. | Theater-style seating | 400 |

N. Food and Beverage Policy; Setup arrival:

Any persons arriving before the contracted time (for setups or supervising) must use the stage entrance to the hall. The front doors of the Great Room will not be unlocked until the contracted start of the event. If School expects anyone to arrive early to assist in setup, please communicate this to the Food & Beverage Department one day before the event. All Great Room functions have three (3) hours prior to start of function for set up. Any more time needed above this will be at the rate of \$300.00 per hour.

O. Food and Beverage Policy; Parking:

School guests should park in the North Parking lot. Guests may be dropped off at the door. Please instruct guests to present invitation to parking guard to waive parking fee. Parking charges are waived for all private and community events.

P. Food and Beverage Policy; Invitations:

Invitations should inform guests the location of the reception as follows:
"THE MARGARETE HEYE GREAT ROOM at the RUTH ECKERD HALL"

Q. Food and Beverage Policy; Security for Children:

Security measures will be taken, at the expense of the School, for any event at which more than fifteen (15) children will be in attendance.

R. Food and Beverage Policy; Smoking:

Smoking is not permitted in the Margarete Heye Great Room. Smoking, however, is permitted outside the Margarete Heye Great Room entrance and adjacent balconies.

S. Food and Beverage Policy; Concession Sales:

At no time will concession sales be permitted on the premises with out written agreements for sales tax collection and percentage of sales to the Center.

16. Billing:

Final headcount and payment are required ten (10) days prior to the event. The headcount may be increased up to 72 hours prior to the event. The count may not be decreased. Any other charges incurred must be paid at the conclusion of the event.

17. Advertising:

The Center's Communication Department must approve all advertising prior to publication. The Center must not be described as a supporter or sponsor of event. Schools are prohibited from displaying signs, posters, models, or other promotional material in parking areas, entrance and adjacent road without the written consent of the Center.

18. Questions:

In the event of questions arising out of the use of the facilities or otherwise arising under this Agreement, the questions will be settled in writing between the Superintendent of Schools and the Center Director, or the specific designee of either for resolution of such questions.

19. Notices:

All written notices to the Board and the Center concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the addresses as follows:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownall Service Center
11111 S. Belcher Road
Largo, Florida 33773

For Center:

General Manager/CFO
Ruth Eckerd Hall/PACT, Inc.
1111 McMullen Booth Rd.
Clearwater, FL 33759

20. Venue:

This Agreement is governed by the laws of the State of Florida. The School irrevocably submits itself to the jurisdiction of the Courts of Pinellas County and the State of Florida for the purpose of any suit, action or other proceeding arising out of or based upon this agreement or the subject matter thereof.

21. Sole Agreement:

This agreement together with Exhibit "A" is the sole agreement between the parties unless specifically modified in writing by the parties.

22. Headings:

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

Ruth Eckerd Hall, Inc.

School Board of Pinellas County, Florida


By: _____
President

By: _____
Chairperson

Attest: _____

Attest: _____
Superintendent

Approved as to Form:



School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: January 15, 2013
To: Ruth Eckerd Hall, Inc.
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Ruth Eckerd Hall, Inc., **effective date**

Requestor:
Description of Use:
Facility(ies):

SAMPLE – Note: This form will be completed by the Real Estate Department and submitted for signatures.

Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

See attached Ruth Eckerd Hall Estimated Expense Sheet

The facility owner/representative, **Ruth Eckerd Hall Inc.** will invoice **Pinellas County School Board (requesting school)** for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Ruth Eckerd Hall, Inc.

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

Authorized Representative Date
for School Board
11111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Area (1-4) Superintendent
School Representative
School Bookkeeper
Agency Representative

RPC #