

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street SW, Largo, Florida herein referred to as the "Board" and MUSIC IS AGELESS, INC., herein referred to as "Music Is Ageless."

W I T N E S S E T H:

WHEREAS, Music Is Ageless has provided musical-instrument instruction to students of Pinellas County Schools for twenty years; and

WHEREAS, Music Is Ageless has used the Board's school facilities as meeting places for musical-instrument instruction and desires to continue said use; and

WHEREAS, Music Is Ageless and the Board are each willing to cooperate in this matter under certain conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Board agrees to permit Music Is Ageless to conduct musical-instrument instruction at various school sites under the following terms and conditions:

1. The term of this Agreement will be for a period of five (5) years beginning the 1st day of August, 2013 and ending the 31st day of July, 2018.

2. Use of Board facilities by Music Is Ageless must be scheduled in advance, and is subject to the annual approval by the school principal or center director. After the annual schedule has been approved by the affected school principal or center director, but prior to the date of the first use, the President, or other corporate officer, of Music Is Ageless will contact the Board's Real Estate Department, or such other department as may be designated by the Superintendent, to initiate a Facility Use Authorization Form (see Exhibit "A") for each school or

center to be used, said form to be considered an attachment to this agreement. The Facility Use Authorization Form will state the dates and times of use and costs to be paid by Music Is Ageless.

3. Music Is Ageless will only use Board facilities under the following conditions:

- (a) A plant operator will already be scheduled to be on duty.
- (b) The use will occur on a day when school is in session, either before or after normal school hours.

4. The President, or other corporate officer, of Music Is Ageless will meet, at least annually, with the Board's Supervisor of Pre K-12 Music.

5. Music Is Ageless agrees to indemnify and hold harmless the Board, its officers, agents, and employees, from and against any and all claims and causes of action whatsoever, including personal injury and property damages, as well as attorneys' fees and costs, arising out of or relating to Music Is Ageless's performance under this Agreement, except to the extent that such claim or cause of action arises out of the negligence of the Board, its officers, agents, and employees, while acting within the scope of their agency or employment. Music Is Ageless 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 agrees to be responsible for its own acts of negligence, or its respective agents' or employees' acts of negligence when acting within the scope of their agency or employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that the Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be

sued by any third party for any cause or matter arising out of or related to this Agreement. The Board will provide if requested, to Music Is Ageless proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. Music Is Ageless's duty to indemnify and hold harmless shall survive termination of this Agreement.

6. Music Is Ageless will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. Music Is Ageless and all its invitees will abide by all Board policies on use of Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.

7. Any advertising or promotional material by or for Music Is Ageless that includes the name or address of any of the Board's schools or centers must also contain the following statement: "The School Board of Pinellas County, Florida, is neither sponsoring nor affiliated with this event."

8. Music Is Ageless will not assign this Agreement or sublet the facilities or any part thereof. Music Is Ageless agrees that the Board and its personnel will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

9. 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 five days from receipt of said notice, then the contract shall terminate ten days from receipt of the written notice;

b) Either party may terminate this agreement by giving written notice to the other party that the agreement will terminate thirty days from the receipt of said notice by the other party.

10. The parties agree that in the event of unforeseen questions arising out of the use

of the said facilities or questions of use, questions will be settled in writing between the Superintendent of Schools and the President of Music Is Ageless or their respective designees for resolution of such questions concerning this Agreement.

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

MUSIC IS AGELESS

By: _____
President

Attest:

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

By: _____
Chairperson

Attest:

Michael A. Grego, Ed.D.
Superintendent

Approved as to Form:


School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: June 10, 2013
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Agency, 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:

Wages:	\$
Direct Costs	\$ 000.00
Other (List)	\$
	\$ _____
Total	\$ 000.00

The facility owner/representative **Pinellas County School Board** will invoice **Agency** 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:

Agency

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
Cathy Davidson, Director, Accounting
Patricia Riggs, Director, Auditing
Michael Bessette, Associate Superintendent, Operational Services
Associate Superintendent (Area 1-4)
School Representative
School Bookkeeper
Agency Representative