

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bonnie Stafiej, Special Projects Director, 797-1163

PREPARED BY: Bonnie Stafiej, Special Projects Director, 797-1163

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN TEEN CHALLENGE INTERNATIONAL FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR NATIONAL RECOVERY MONTH EVENTS AND WAIVING RENTAL FEES IN PART

REPORT IN BRIEF: Teen Challenge International, a Not for Profit Organization, wishes to hold a fundraising Cowboy Banquet on Friday September 7, 2007 at the Bergeron arena. They will also host a National Recovery Outreach Day on Saturday, September 8, 2007. Teen Challenge International is requesting the Town Council waive the rental fee for the fund raising Cowboy Banquet on Friday September 7, 2007. They will pay the rental cost of \$750.00 for the National Recovery Outreach Day on Saturday, September 8, 2007.

PREVIOUS ACTIONS: This is a first time rental for Teen Challenge International

CONCURRENCES: N/A

FISCAL IMPACT: not applicable

Has request been budgeted? No

If yes, expected cost: \$

Account Name:

If no, amount needed: \$750.00

What account will funds be appropriated from: Arena Operation Account

Additional Comments: The fiscal impact is \$1,500.00. This cost includes ground preparation, clean-up, and utilities.

RECOMMENDATION(S): Motion to Approve Resolution and Lease Agreement

Attachment(s): 1) Resolution, 2) Exhibit "A" Lease Agreement, 3) Letter of Intent

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN TEEN CHALLENGE INTERNATIONAL FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR NATIONAL RECOVERY MONTH EVENTS AND WAIVING RENTAL FEES IN PART

WHEREAS, the Town of Davie is desirous of renting Bergeron Rodeo Grounds of Davie, Florida to present cultural and recreational events to the residents; and

WHEREAS, Teen Challenge International, a Not for Profit Organization wishes to hold wishes to hold a fund raising Cowboy Banquet on Friday September 7, 2007 at the arena and they will also host a National Recovery Outreach Day on Saturday, September 8, 2007; and

WHEREAS, Teen Challenge International is requesting the Town Council waive the rental fee for the fund raising Cowboy Banquet on Friday September 7, 2007.

WHEREAS, Teen Challenge International will pay the rental cost of \$750.00 for the National Recovery Outreach Day on Saturday, September 8, 2007; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into a lease agreement which is attached as "Exhibit A" .

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA FACILITY LEASE

THIS AGREEMENT, made and entered into this 13 day of December 2006, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called the Town, and the herein Called Lessee, whose address is:

Teen Challenge International
13061 SW 26 Street
Davie, FL 33325
Executive Director: Rick Fernandez

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities: Bergeron Rodeo Grounds of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: Fundraising Banquet and a National Recovery Outreach Day and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of two (2) days commencing at 8:00 am on the 7 day of September, 2007 and ending at 7:00 p.m on the 8 day of September, 2007. **Teen Challenge International is requesting the Town Council waive the rental fee for the fund raising Cowboy Banquet on Friday September 7, 2007. Teen Challenge International will pay the rental cost of \$750.00 for the National Recovery Outreach Day on Saturday, September 8, 2007**

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of \$150.00 in order to secure requested date(s). If the event that is the subject matter of this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property of the Town of Davie to be applied toward any damages suffered by the Town as a result of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied to the rent. The Lessee agrees to pay to the Lessor the rental of seven hundred and fifty dollars (\$750.00) minimum, which is due two weeks prior to the scheduled event. In addition to the minimum rent.

This is a non-alcoholic smoke free event. Entertainment Concerts on both days will consist of Christian and Easy Listening Music. A \$2.00 donation will be suggested at the door to help under write the cost of the event. All youth Activities other than listed in the letter of intent must be approved by the Special projects Director 3 days prior to the event.

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie Special Projects Office located at, 6591 Orange Drive, Davie, FL 33314; /attention Special Projects Director. Lessee shall pay to Town on demand any sum which may be due to the Town for additional service, accommodations or materials furnished or loaned by said Town, and permit said Town, in case of Lessee's failure to pay such sum, or to comply with this agreement, payment will be secured by a Lessee's Service Bond as outlined in paragraph 6 and to secure said Town against loss.

2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of the appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.

3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at the date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

GROUND PREPARATION The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to Provide equipment to prepare grounds to their specific needs through out the lease duration.

INSURANCE

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expenses arising out of any claims for personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract.

The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

6. SECURITY/EMS BOND

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director to pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event.

Lessee will comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and all rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie.

Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

ADVERTISING 9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final. 9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The designated advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules: No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

CONCESSIONS AND GIVE AWAYS

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The lessee is restricted and must keep all give a-way food and drink items (judge's food included) in the area specified by the facility. This area is located on the Northwest end of the arena, under the promoter's picnic pavilion area. Food must be located and consumed in this area only. Food is not to extend past gate beyond posted signs.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles. The Town may conduct

checkrooms, to control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.

12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of the Town.

14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.

15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.

16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for each evening the premises are open to the public or trade during the term of this lease.

17. The auditorium employees and concessionaires shall at all times have free access to said premises.

PARKING

18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the sole right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after each event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using these properties.

18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.

18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicles may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.

19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and/or agencies in accordance with established rates and policies unless otherwise provided in the following space.

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform to arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

22. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

23. In case the said facility or any part thereof shall be destroyed or damaged by fire, water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Town impossible, including, without limitation

there to, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

25. Lessee hereby waives all right under the Constitution and Laws of the State of Florida or any other source to claim personal property exempt as against any liability, debt or obligation arising under this contract.

26. In the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Town is acting for the accommodation and sole benefit of the Lessee and as to such receipts and funds the Town shall be responsible only for gross neglect or bad faith.

27. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

28. That all terms and conditions of this written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

29. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: **Town of Davie
6591 Orange Drive
Davie, Florida 33314**

To Lessee: **Teen Challenge International
13061 SW 26 Street
Davie, FL 33325
Executive Director: Rick Fernandez**

30. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

31. Time is of the essence of this Lease and all of its provisions.

32. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the costs in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.

33. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.

34. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.

35. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

36. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, has caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF DAVIE

Witnessed by:

By: _____
Mayor/Town Administrator

Attested:

Witnessed by:

Corporate Seal/Notary Seal

Date

Name(Print)

Address

City, State, Zip Code

Social Security Number

Date of Birth

Signature



TEEN CHALLENGE INTERNATIONAL

SOUTH FLORIDA HEADQUARTERS

Women's Facility
13601 SW 26th Street
Davie, FL 33325
Phone 954/476-0809
Fax 954/476-1455

REGIONAL
HEADQUARTERS
Administrative Office
Orlando, FL
Phone 407/622-5200

BONIFAY, FL
Juvenile Boys Facility
Phone 850/547-9011

FT. MYERS, FL
Men's Facility
Phone 239/275-1974

FT. MYERS, FL
Women's Facility
Phone 239/939-7705

JACKSONVILLE, FL
Ministry Institute
Phone 904/398-0013

JUPITER, FL
Juvenile Girls Facility
Phone 561/743-7552

LAKELAND, FL
Juvenile Girls Facility
Phone 863/647-1944

PENSACOLA, FL
Men's Facility
Phone 850/453-4300

SANFORD, FL
Bilingual Men's Facility
and Men's Facility
Phone 407/330-9600

TALLAHASSEE, FL
Men's Facility
Phone 850/385-8336

TARPON SPRINGS, FL
Men's Facility
Phone 727/937-1033

VERO BEACH, FL
Juvenile Boys Facility
Phone 772/978-4164

www.teenchallenge.cc

November 21, 2006

Re: Letter of Intent

Town of Davie
Bonnie Stafiej
6591 Orange Drive
Davie, FL 33314

Dear Bonnie,

Greetings from the Teen Challenge South Florida Davie Women's Home. We are very excited about the opportunity to host an event for our community in September 2007 at the Bergeron Rodeo Grounds.

Teen Challenge is a local non-profit 501(C)(3), tax exempt organization, providing drug prevention and awareness presentations offering hope and help for this community and beyond. We understand that the cost per day for non profit organizations to rent the Bergeron Rodeo Grounds is \$750. To help offset our budget for the Saturday community program, we ask you to consider waiving this fee on the Friday evening event. Following is a proposal of our plans for the two-day event.

Date: Friday, September 7 & Saturday, September 8, 2007

I. Friday, 7 pm / 2007 Cowboy Banquet

This will be our annual fundraising event. This event will not be open to the general public. Attendance is by invitation only. It will be a bar-b-que, style catered dinner, and no alcoholic beverages will be served or consumed during this event.

Included in the evening will be Christian music & Drama by the Teen Challenge Choir along with a special speaker.

II. Saturday, 10 am-4 pm / "Kick Drugs Out Of Davie" Program

The purpose of this event is to:

- celebrate National Recovery Month
- raise awareness of the dangers of using drugs and alcohol
- provide our local community with safe, family oriented fun
- Provide information on where to turn for help.

"Facilitating Life Transformation One Person At A Time"

Parking will be free and the only cost will be an admission fee of \$2 that will be used to help off-set some of the overhead cost. All activities and food will be provided free of charge. Each person attending will receive one free meal and beverage. The meal will consist of a hamburger, hot dog and corn on the cob (cooked on our grills) with a bag of chips. We will have a snow cone and popcorn machine. We will provide water for everyone as well.

The activities.

- Bounce House
- Petting Zoo
- Rodeo clown
- Face painting
- Barrel racing
- Lasso contests
- Drug prevention presentation
- Health Fair Exhibits
- Local Police Activities (ID's for kids)
- Local Davie Resources Exhibits
- Live entertainment / local church bands
- Possibly have the Miami Dolphin youth camp involved

The Equipment.

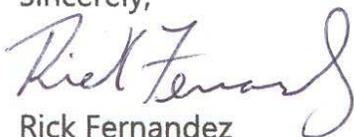
- Sound equipment and live band.
- Screen for media.
- Stage
- Tables and information booths set up.

Other Information.

- This will be a no smoking event. We will post no smoking signs.
- No alcohol will be served/consumed or allowed during the entire event.
- Local organizations that provide help will be there.
- Local Christian radio station will participate. (Pending)
- Displaying of Teen Challenge Banners
- Event Sponsors will be recognized
- Teen Challenge will provide the necessary liability insurance
- We understand that Teen Challenge must Police Security for both days

If you have any questions please call our office at (954) 476-0809. We look forward to this exciting event and the opportunity to "Kick Drugs Out Of Davie"!

Sincerely,



Rick Fernandez

Executive Director

Davie Women's Home

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