

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

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

SUBJECT: Resolution

CONTACT PERSON: Bonnie Stafiej, Special Projects Director, 797-1163

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN BOYS AND GIRLS CLUB OF BROWARD COUNTY AND THE TOWN OF DAVIE

REPORT IN BRIEF: The Boys and Girls Club of Broward County wishes to present the KISS FanFest at the Bergeron Rodeo Grounds, adjacent to the arena for a period of one (1) date, April 6, 2002. However, the Boys and Girls Club of Broward County wishes to reserve the grounds adjacent to the arena for set-up on April 4 & 5, 2002 and take down April 7 & 8, 2002.

Boys and Girls Club of Broward County wish to request that the rental fees for the grounds adjacent to the Bergeron Rodeo Grounds of Davie, Florida be waived. The Boys and Girls Club of Broward County will present the Town with the required insurance and has agreed to clean the area(s) to our satisfaction.

PREVIOUS ACTIONS: Boys and Girls Club of Broward County has worked closely with the Town in the past. However, Boys and Girls Club of Broward County will be required to present the Town with the proper contractual insurance and meet all safety and structural standards required by local and state laws.

CONCURRENCES: N/A

FISCAL IMPACT: The cost to the Town for this event is \$ 500.00. This cost includes ground preparation, clean-up, utilities, and staffing. The cost of the event is normally paid for by the lessee.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): 1) Resolution
2) Exhibit "A" Lease Agreement

3) Request to waive fees

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN BOYS AND GIRLS CLUB OF BROWARD COUNTY AND THE TOWN OF DAVIE

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, the Boys and Girls Club of Broward County wishes to present the KISS FanFest at the Bergeron Rodeo Grounds of Davie, Florida, for a period of one date, April 6, 2002;

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 _____, 2002

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

TOWN OF DAVIE BERGERON RODEO LEASE
THE TOWN OF DAVIE, FLORIDA

THIS AGREEMENT, made and entered into this 13 day of **AUGUST 20 02**, 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: **BOYS AND GIRLS CLUB OF BROWARD COUNTY**
1401 NE 28 STREET
FT. LAUDERDALE, FL 33305

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 adjacent to Arena** of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: **KISSFANFAIR EVENTS** and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of **1 DAY** commencing at **8:00 A.M** on the **6** day of **APRIL**, 2002 and ending at **11:00 p.m** on the **6** day of **APRIL**, 2002. **However, the Boys and Girls Club of Broward County wishes to reserve the grounds adjacent to the arena for set-up on April 4 & 5, 2002 and take down April 7 & 8, 2002.**

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

FEE TO BE WAIVED BY COUNCIL

(\$ 00) minimum, which is due two weeks prior to the scheduled event. In addition to the minimum rent, Lessee must pay to the Lessor no later than _____ / _____ the difference between the minimum rental and / percent (/ %) of the gross receipts (after taxes). In the event that the payment based on gross receipts does not exceed the minimum, then the minimum amount shall be the rental charge. In no event, shall the rental be less than the minimum provided for above."

1. Such rent is to be paid by cash, certified check or bank draft only at the Community Services Department Office, 6591 SW 45 St., Davie. 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, to take from any box office receipts or any other advance receipts belonging to said Lessee a sufficient amount to secure said Town against loss. The remainder of the rent payment is due the next working day after said event.

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.

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.

5.A Advertising: 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 Administrative offices for approval before material is printed.

5.B 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 and/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.

6. 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 police force as is deemed necessary by the Chief of Police and the Town of Davie to maintain order and to protect persons

and property.

7. 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, showbills, 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.

8. 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. 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.

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, to 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.

11. 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 Rodeo , agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

12. 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.

13. 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.

14. 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.

15. 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.

18. 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 therewith, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19. 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.

20. 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.

NONE

20a. The Lessee will be in control of the pre-sale and gate admissions. The Lessee will provide a certified and/or notarized ticket manifest to the Town of Davie. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

In the event provision is made in the space above for sale of any tickets by Lessee, the allocation of such tickets shall be made by the Town, and arrangements satisfactory to the Town shall be made for the proceeds from the sale of such tickets to be turned over to the Town together with an accurate statement of account of the sales.

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 with arena seating diagrams. The Town shall receive all tickets directly from the printer, together with a copy of the ticket manifest.

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 Rodeo Arena 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 thereto, 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.

24. Lessee will not allow any alcoholic beverages to be brought into the subject premises.

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: **BOYS AND GIRLS CLUB OF BROWARD COUNTY**
1401 NE 26 STREET
FT. LAUDERDALE, FL 33305

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.

FEB-04-02 05:10

FROM: BOYS & GIRLS CLUB

+954-537-1070

T-094 P. 02/02 F-532

BOYS & GIRLS CLUBS OF BROWARD COUNTY

ADMINISTRATIVE OFFICE
1401 NORTHEAST 26TH STREET • FORT LAUDERDALE, FLORIDA 33305
(954) 537-1010 • FAX (954) 537-1070



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OF BROWARD COUNTY

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EXECUTIVE DIRECTOR
David T. Hughes

February 4, 2002

Ms. Bonnie Stafiej
Special Projects Director
Town Of Davie
6591 Orange Drive
Davie, FL 33314

Dear Bonnie,

Please accept this letter as our request to secure the following dates for our 2002 WKIS 99.9 FanFest event, to benefit the Davie Boys & Girls Clubs.

Thursday April 4, 2002	Set Up
Friday April 5, 2002	Set Up
Saturday April 6, 2002	Event
Sunday April 7, 2002	Breakdown
Monday April 8, 2002	Breakdown

We would also request with this letter that the City waive any fees associated with this event.

We will not be using the arena itself but request (as in the past) that we may use the covered area outside the arena adjacent to and south of the arena for our command post the day of the event only.

Thank you and the City of Davie for any consideration you may afford us.

Sincerely,

Randy Rogers
Marketing/Campaign Director

cc: David Hughes

DREAM MAKERS SOCIETY
FELIX & CAROLYN SABATES



Print Name

Date Of Birth