

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING A STANDARD HALL LICENSE CONTRACT BETWEEN THE CITY OF TAMPA, FLORIDA, AND DAVID A. STRAZ, JR. CENTER FOR THE PERFORMING ARTS, INC. TO HOLD THE 2026 ANNUAL PARKS AND RECREATION DANCE AND GYMNASTICS RECITALS AT A COST NOT TO EXCEED FORTY-NINE THOUSAND AND 00/00 DOLLARS (\$49,000.00); AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa Parks and Recreation Department (hereinafter referred to as “City”), stages annual Recreation Dance and Gymnastic Recitals (hereinafter referred to as “Recitals”); and

WHEREAS, for the past seventeen seasons these Recitals have been held at the David A. Straz Jr. Center for the Performing Arts, Inc. (hereinafter referred to as “Straz”) facility; and

WHEREAS, in order to stage these Recitals for the 2026 Season, the City desires to enter into a Standard Hall License Contract, between the City and Straz (hereinafter referred to as “Contract”); and

WHEREAS, the estimated cost and expense due under the Contract for the 2026 dates shall not exceed Forty-Nine Thousand and 00/100 Dollars (\$49,000.00); and

WHEREAS, it is recommended that the City continues to hold Recitals at Straz, and enter into this Contract; and

WHEREAS, City Council does hereby affirm that it would be beneficial to the residents of the City to enter into the attached Contract.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Standard Hall License Contract between the City of Tampa, Florida, and David A. Straz, Jr. Center for the Performing Arts, Inc. to hold the 2026 Annual Parks and Recreation Department Dance Recital and Gymnastic Recitals, at a cost not to exceed Forty-Nine Thousand and 00/100 Dollars (\$49,000.00), a copy of which is attached hereto, is approved in its entirety or in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk of the City of Tampa to attest and affix the Official Seal of the City of Tampa to the Standard Hall License Contract between the City of Tampa, Florida and David A. Straz, Jr. Center for the Performing Arts, Inc. to hold the 2026 Annual Parks and Recreation Department Dance and Gymnastic Recitals on behalf of the City of Tampa.

Section 3. That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution.

Section 4. That this Resolution shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall file a fully executed copy of the Standard Hall License Contract between the City of Tampa, Florida, and David A. Straz, Jr. Center for the Performing Arts, Inc. to hold the 2026 Annual Parks and Recreation Department Dance and Gymnastic Recitals in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

_____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIR/CHAIR PRO-TEM,
TAMPA CITY COUNCIL

APPROVED AS TO FORM:

e/s Carl Brody

Carl Brody, Assistant City Attorney

STANDARD HALL LICENSE CONTRACT

THIS STANDARD HALL LICENSE CONTRACT (the "Agreement") is made and entered into at Tampa, Florida, for the date provided herein, between the **CITY OF TAMPA**, for the use of its Parks and Recreation Department ("Licensee"), a municipal corporation organized and existing under the laws of the State of Florida, the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **THE DAVID A. STRAZ, JR. CENTER FOR THE PERFORMING ARTS D/B/A/ STRAZ, INC.** ("STRAZ"), a Florida not-for-profit corporation, the address of which is 1010 North MacInnes Place, Tampa, Florida 33602 .

1. FACILITY USE:

STRAZ agrees to the use of those spaces of the David A. Straz, Jr. Center for the Performing Arts d/b/a/ STRAZ ("Center"), 1010 N. MacInnes Place, Tampa, Florida 33602, specified below, by the Licensee solely for the purposes of Licensee's presentation of the **2026 City of Tampa Parks/Recreation Dance & Gym Department Recitals**. For the spaces, dates and times specified below, the hereinafter stated License fee plus all applicable taxes and impositions and the items listed in the Rider #2 General Provisions shall be the responsibility of and paid by the Licensee. The License fee is fixed and certain as specified below.

<u>Hall(s)</u>	<u>Date(s)</u>	<u>Performance Time(s)</u>	<u>Inclusive Times</u>
Louise Lykes Ferguson Hall	Tuesday, June 2, 2026	TBD Load-in/Tech/Rehearsal	8 AM – 12 AM
Louise Lykes Ferguson Hall	Wednesday, June 3, 2026	Rehearsal 5:30 PM – 8:00 PM	8 AM – 12 AM
Louise Lykes Ferguson Hall	Thursday, June 4, 2026	Rehearsal 5:30 PM – 8:00 PM	8 AM – 12 AM
Louise Lykes Ferguson Hall	Friday, June 5, 2026	Rehearsal 3:00 PM – 6:00 PM	8 AM – 12 AM
Louise Lykes Ferguson Hall	Saturday, June 6, 2026	9 AM, 1:00 PM & 6:00 PM	8 AM – 12 AM
Louise Lykes Ferguson Hall	Sunday, June 7, 2026	12:00 PM & 5:00 PM	8 AM – 12 AM
Rehearsal Hall	Saturday, June 6, 2026	All Day	8 AM – 12 AM
Rehearsal Hall	Sunday, June 7, 2026	All Day	8 AM – 12 AM

2. LICENSE FEE:

PERFORMANCE FEE: \$ 1,200.00
 1st Performance
 Saturday, June 6, 2026

PERFORMANCE FEE: \$ 600.00
 2nd Performance
 Saturday, June 6, 2026

PERFORMANCE FEE: \$ 600.00
 3rd Performance
 Saturday, June 6, 2026

PERFORMANCE FEE: \$ 900.00
 1st Performance
 Sunday, June 7, 2026

PERFORMANCE FEE: \$ 450.00
 2nd Performance
 Sunday, June 7, 2026

PREPRODUCTION RENTAL FEE

REHEARSAL FEE: \$ 900.00 /day; 4 (\$3600.00) days; on a non-performance day.

ADDITIONAL HOURS: \$ NA /hr. (Hours outside of inclusive hours above)

REHEARSAL HALL: \$ WAIVED (value \$600.00)

INITIAL DEPOSIT: \$ 7,350.00 **NON-REFUNDABLE Due with Contract**

BALANCE OF DEPOSIT: \$ N/A **NON-REFUNDABLE**

ESTIMATED COSTS: The Licensee agrees to pay an **estimated** amount of **\$47,480.50** as itemized in Exhibit 'B'. However, said estimated amount is subject to costs and other payments that cannot be determined until after the event. Therefore, the Licensee shall pay a maximum of **\$49,000.00** for all fees, costs and other payments related to the event.

TICKET AUTHORITY: Straz Center for the Performing Arts

3. PRELIMINARY PAYMENTS: Preliminary fees and estimated costs shall be made by previously stated dates (Item 2, page 1). Costs and other payments of undeterminable value shall be estimated by STRAZ for the purpose of preliminary settlement(s) and a check shall be presented no later than one (1) week prior to licensed date for 100% of these preliminary License fee and estimated costs.

4. FINAL PAYMENTS:

4.1 At a mutually agreed-upon time, normally during performance hours, but not later than two hours post-performance, representatives of the parties shall, in good faith, agree upon final revenues and expenses. Payment shall immediately pass between the parties regardless of which party owes the other party. Medium of payment shall be specified by STRAZ; or

4.2 On a mutually agreed-upon date, (not later than 30 days post-performance or by July 9, 2025), information shall be exchanged with actual revenues and expenses compared. Payment shall be promptly made by mail or hand delivery regardless of which party owes the other.

5. STATE TAXES: The Florida state sales and use and similar taxes, in the appropriate percentage, are applicable to all box office receipts, rentals and services or other charges unless Licensee has a tax status, which exempts Licensee from applicable taxes.

6. CANCELLATION BY LICENSEE: Should Licensee terminate this Agreement, then notice of termination must be received by STRAZ at least ten (10) days prior to the date of scheduled terminated event.

7. CANCELLATION BY STRAZ: Should STRAZ decide to cancel this Agreement, STRAZ shall give notice of cancellation in writing to Licensee at least ten (10) days prior to the date of scheduled use, return any payments of Licensee and then Licensee and STRAZ shall be relieved of any further obligations hereunder.

8. UNION AND OTHER AGREEMENTS: Licensee agrees to abide by any agreements currently in force between STRAZ and any labor unions, food and beverage service entity, house program company and other persons and entities listed in Rider #1 hereto, which agreements shall govern and control the parties and any conflicts herewith.

9. TERMINATION: STRAZ may terminate this License Agreement without notice if Licensee fails to perform any of its obligations herein set forth or if STRAZ determines Licensee to be financially insecure, in violation of the law or has defaulted or about to default under the terms of this Agreement. Upon termination of this Agreement for said reasons, Licensee agrees to promptly remove, at Licensee's expense, all its property from the Center premises within two (2) hours.

10. ASSIGNMENT OF RIGHTS: Licensee shall not assign this Agreement or any rights or obligations thereunder.

RIDER #1

Listing of contracts and agreements, which supersede, govern and control the License Agreement (copies of the listed agreements are on file at the STRAZ office and are available for inspection by Licensee).

<u>CONTRACT DATE</u>	<u>CONTRACTOR</u>	<u>NAME OF CONTRACT</u>
• January 31, 1984	City of Tampa	Operation of Arts Facility and Lease Agreement
• July 1, 1999	IATSE, Local # 321	Stagehands Agreement
• June 1, 2003	Coca-Cola	Sponsorship Agreement
• November 15, 2007	Sharp Electronics	Institutional Agreement

EXHIBIT B - Addendum to License Agreement - Estimate

Rental Fees:

Preproduction (Load in & Lighting), Rehearsal Tuesday (Ferguson Hall)	\$900.00
Rehearsal Fee, Wednesday (Ferguson Hall) 5:30 - 8:00 P.M.	\$900.00
Rehearsal Fee, Thursday (Ferguson Hall) 5:30 - 8:00 P.M.	\$900.00
Rehearsal Fee, Friday (Ferguson Hall) 5:30 - 8:00 P.M.	\$900.00
Performance Fee, Saturday June 6, 2026 9:00 A.M.	\$1,200.00
Performance Fee, Saturday June 6, 2026 1:00 P.M.	\$600.00
Performance Fee, Saturday June 6, 2026 6:00 P.M.	\$600.00
Performance Fee, Sunday, June 7, 2026 12:00 PM	\$900.00
Performance Fee, Sunday, June 7, 2026 5:00 PM	\$450.00
Rehearsal Hall June 8 & 9, 2024 (value \$600.00)	WAIVED
7.5% Sales Tax:	Tax Exempt

Total Estimated Facility Rental Fees: \$7,350.00

Production Expenses

Stage Labor, Monday	Light Prep	\$296.34
Stage Labor, Tuesday	Load-in, Tech and Rehearsal #1	\$3,028.92
Stage Labor, Wednesday		\$1,066.61
Stage Labor, Thursday		\$1,066.61
Stage Labor, Friday		\$1,866.56
Stage Labor, Saturday		\$4,621.40
Stage Labor, Sunday		\$3,243.76
Crew Meal:		\$529.29
House Fees:		\$1,014.04
Custodial Fees:		\$3,250.00
Security:		\$9,014.72
Firewatch for 5 performances		\$1,113.20
Tampa Police w/Cruiser: (Performance Days Only)		\$3,120.00

Equipment Rental:

Medium Lighting Package:	Waived
Small Sound Package:	Waived
10 Risers:	Waived
7.5% Sales Tax (on equipment)	Waived

Royalty Fees:

ASCAP/BMI	Under Straz Licence
ASCAP (.8%)	TBD
BMI (.4%)	TBD

Miscellaneous:

Insurance: *** Please forward Certificate of Insurance ***

Box Office Charges:

Facility Surcharge @ \$4 per ticket sold:	Waived
Ticket Commissions @ 3% of gross ticket sales:	\$2,735.25
Credit Card Commissions @ 4%:	\$3,643.80
Complimentary/Consignment Tickets @ .25 per ticket pulled:	\$20.00
Return Fee @ .50 each ticket:	To Be determined
Group Sales @ \$110.00 plus 10% commission:	N/A
Box Office Staffing Fee:	\$500.00
Set-up Fee:	Waived

Sub-total **Estimated** Production Costs: \$40,130.50

TOTAL ESTIMATE: **\$47,480.50**

Payment Schedule

Deposit: \$7,350.00 Due w/ signed contract
Balance: \$40,130.50 Paid at settlement of event

City of Tampa Parks & Rec

Straz Center for the Performing Arts

Date

Date

RIDER #2
GENERAL PROVISIONS

1. AMOUNT AND TYPE OF SERVICES FURNISHED BY STRAZ.

1.1 The Special Provisions Supplement attached hereto shall control over paragraph 10.

1.2 STRAZ shall determine the type and amount of services (including security and utilities) for the proper operation of the licensed premises and for the licensed use. Electrical requirements, including sound and/or lighting equipment, above those normally available at the Straz shall be allowed, provided only if STRAZ concurs and at such additional cost to Licensee as is reasonable in the discretion of STRAZ.

1.3 STRAZ shall furnish at no additional expense, except as specifically stated, to Licensee, the following services for each performance:

- (i) Security normally provided for the Straz;
- (ii) Heating and air conditioning in compliance with the Federal energy guidelines, electrical power, water and normal pre-and post-event cleaning, except charges for restoring and cleaning of the stage which shall be the responsibility of Licensee; (interruptions, delays or failures in furnishing of light, heat, artificial air cooling, and water by means of the appliances installed for the ordinary purposes by STRAZ caused by anything beyond the reasonable control of STRAZ shall not be chargeable to STRAZ, nor shall it entitle Licensee to any rebate, refund, or reduction of the amount paid or payable).

2. EXPENSES TO BE PAID BY LICENSEE.

Licensee shall pay, whether or not the performance is presented or cancelled, and whether or not incurred by STRAZ on behalf of Licensee, the following:

- (i) All stagehands, musicians, performers, and additional security and other personnel deemed necessary by STRAZ for the licensed use, and all expense or cost of setting, staging and striking the licensed use, other than those services specifically stated herein to be furnished by STRAZ, at rates specified in Exhibit A which is attached hereto and incorporated herein by reference. A fee over and above the Stage Employee's rate, house staff or other costs will be added to the stagehand, house staff or other costs to cover Worker's Compensation Insurance premiums, fringe benefits, and reasonable administration expenses incurred by STRAZ;
- (ii) The expenses of rehearsals whenever held;
- (iii) Additional services, reproduction and broadcast (i.e., services entailing requirements placed on STRAZ, its equipment and employees by Licensee when it is necessary to record or broadcast rehearsals, performances, or events). For same, the extra charges shall be negotiated with STRAZ;
- (iv) Other services and materials: Licensee shall additional pay or reimburse STRAZ all expenses incurred by STRAZ directly or indirectly as a result of, or partially as a result of, the presentation of performances by Licensee, not otherwise specified herein and reasonably incurred in support of Licensee;
- (v) All expenses incurred by STRAZ directly or indirectly as a result of, or partially as a result of, the licensed use, except for those expenses and costs specifically set forth in this contract as the responsibility of STRAZ;
- (vi) Other items as specified in STRAZ's House Policies/Rules, as amended from time to time.

3. PARKING.

3.1 STRAZ controls approximately ten (10) parking places on the grounds of the Straz strictly reserved only for disabled patrons of performances.

3.2 STRAZ also has approximately six (6) parking spaces on the grounds of the Straz strictly reserved for maximum fifteen (15) minute parking of ticket purchasers.

3.3 Except as above, no parking for renters/promoters is available or allowable on the grounds of the Straz except temporary truck dockside loading and unloading.

4. CONCESSIONS.

Licensee shall neither sell nor distribute any information or thing of value, including programs, in or around the Straz without the prior written consent of STRAZ, which may be arbitrarily withheld. Licensees wishing to sell products must execute and return the appropriate addendum, which addendum is subject to the approval of STRAZ in its sole discretion.

5. USE OF STRAZ LOGO.

The Lessee shall be provided with, and is required to use, ad mats indicating the proper identification of the Hall and Straz name, logo and names of the facilities when they appear in any advertising. The only acceptable typeface is as indicated on provided ad mat. Changes, additions or deletions of the logo may not be made.

6. BOX OFFICE.

6.1 All rentals must utilize STRAZ's box office facilities and approved outlets. Any exception must have prior written permission by STRAZ. All seats are to be reserved. No tickets shall be placed on sale unless a full contract execution and deposit payment is made.

6.2 Commercial renter's tickets shall be subject to a **\$2.50 facility surcharge**. All tickets sales are subject to a nominal service charge.

6.3 Licensee acknowledges and agrees that the STRAZ sells tickets through its box office for performances other than those of Licensee and Licensee shall not have the exclusive use of STRAZ box office facilities.

6.4 Should Licensee choose to consign tickets out of the STRAZ box office for Licensee distribution, the following terms shall apply:

(i) The cash value of such tickets is Licensee's responsibility and STRAZ may request such tickets be paid for in advance;

(ii) One representative of the Licensee must return all unsold tickets no later than twenty-four (24) hours before the event(s). The Straz will assess a per ticket charge for all returned tickets. Tickets will not be accepted after the event(s);

(iii) Any tickets not returned or unaccounted for will be considered as sold at full price. This could affect the rental rates, box office charge and sales tax.

6.5 Should Licensee elect not to utilize the ticketing service provided by STRAZ, the following terms shall apply:

(i) Licensee shall provide at least one person for up to every one thousand tickets who is authorized to resolve ticketing disputes or difficulties.

(ii) Should Licensee offer tickets for sale or distribution with the Straz, Licensee shall obtain specific written approval of STRAZ as to the location and construction of any booth, counter, table or other facility used for such sale.

(iii) Should Licensee offer tickets for sale within the Straz, Licensee may be required by STRAZ to provide bonded security guard to be present during all such sales.

(iv) Licensee may be required by STRAZ to obtain a bond, payable to STRAZ, in penal amount not less than the retail value of all tickets available for sale for Licensee's event, conditioned upon the performance by Licensee of his obligations to its ticket purchasers, designating STRAZ as principal assured.

(v) Licensee shall have identified the principal ticketing authority to STRAZ as the person or firm designated in Section 2 Licensee Fee of the Standard Hall License Contract.

(vi) Ticket wording, stock format and printer must be approved prior to sale by STRAZ management. Licensee must provide STRAZ with an official ticket manifest. Samples will be submitted no later than (60) sixty days prior to licensed event.

7. TICKETS.

7.1 STRAZ reserves the right to approve, and control the use, number and distribution of complimentary tickets by Licensee. STRAZ reserves the right to use, at its discretion (20) twenty complimentary tickets per performance in locations to be determined by STRAZ. Licensee's complimentary ticket requests must be given to the Director of Ticket Services in writing. If Licensee uses more than (20) twenty complimentary tickets per performance, the full price value of all complimentary tickets distributed over 20 will be used in calculating Licensee fee if fee is percentage of gross receipts.

7.2 STRAZ's obligations to its donors require performance notification and a purchasing opportunity (2) two –weeks prior to the public on sale date(s). Should time permit, and at its sole discretion, STRAZ may include listing of Licensee's event in performance notification to STRAZ donors (approximately 5,000). Should Licensee's on sale date preclude a two-week pre-sale period, the STRAZ will be permitted to hold up to 400 seats for purchase. After donors are permitted a two-week purchase opportunity, remaining tickets will be guaranteed or released for public sale.

- 7.3 The methods of sale and disposition of tickets shall be under the exclusive control of STRAZ, unless otherwise agreed in writing. The house scaling of tickets shall be subject to reasonable limitation of STRAZ, which limitation will be based upon goals of consistency and administrative ease. STRAZ shall have sole and exclusive control and supervision of the box office and its personnel, and all gross box office receipts shall, until such time as settlement is made, be under the absolute control, disposition and supervision of STRAZ. All tickets and any other documents evidencing or affecting the right of admission to the licensed use shall be produced only by STRAZ and Licensee covenants that it will not produce, order, distribute and/or issue same as approved in writing by STRAZ. No tickets are to be sold or distributed by Licensee at cut rate, as discounted tickets, or in any other manner at less than box office price, except under a STRAZ approved special-priced ticket or similar program, nor shall Licensee make any arrangements of any nature whatsoever for or involving the sale or other distribution of tickets without the prior written consent of STRAZ which consent may be arbitrarily withheld. Sales commissions, including credit cards and other agency charges, group sales charges, and other theater industry customary pass-through charges shall be deducted from gross receipts, after taxes, if any, on the box office statement for each performance and shall be excluded from the computation of gross box office receipts.
- 7.4 STRAZ shall have complete custody and control of all monies received from the sale of tickets wherever sold and admission fees however and wherever received. All such funds shall be the rightful property of STRAZ, for the purpose of applying it in accordance with the terms and conditions of the License contract.
- 7.5 STRAZ will exert reasonable caution against bad checks and other payment defaults of patrons, but ultimate responsibility is that of Licensee.
8. CONDITIONS, ALTERATIONS AND USE OF PREMISES.
- 8.1 Licensee certifies that STRAZ or STRAZ's agents have made no representations or promises with respect to the licensed premises or the Straz and its grounds except as herein expressly set forth. The utilization of the premises by Licensee shall be conclusive evidence, as against Licensee, that Licensee accepts same "as is" and that said premises were in good and satisfactory condition at the time such possession was so taken.
- 8.2 Licensee shall not alter, repair, add to, deface, improve, or change the Straz or its grounds in any manner whatsoever, without the prior written consent of STRAZ, which may be arbitrarily withheld. The licensed premises shall be maintained and vacated, as and when required, in as good condition as they were upon entry of Licensee therein, depreciation for reasonable wear and tear excepted.
- 8.3 Licensee shall provide a list of names of all staff and performers that will be left with the security guard at the stage door entrance. Only those persons on the list will be admitted on the afternoon or evening of the performance.
9. PREMISES DAMAGE.
- Licensee agrees to pay, on demand of STRAZ, for all damages or injury done by Licensee or patrons of the attraction of Licensee to the Straz or grounds and STRAZ may apply the deposit for such damages or injury. Licensee shall remove all equipment and property placed in, and shall remove itself from, the licensed premises in sufficient time, as determined by STRAZ, so as not to interfere or disrupt with the next rehearsal or performance or house staff regular working hours. Should Licensee fail to comply with such determined time limitations, STRAZ may remove and store all such equipment or property at Licensee's expense and risk; and Licensee will pay, on demand, the cost thereof and the cost of any other loss or damage sustained by STRAZ by reason of Licensee's failure to comply with such STRAZ determined time limitations.
11. COORDINATION WITH OTHER USES.
- 11.1 It is agreed that there will be other performances, rehearsals and activities in the Straz occurring simultaneously or contemporaneously with Licensee's licensed use; that Straz has access to public areas and private areas used by patrons and persons of other performances and activities; and that these performances or activities will take place in the Straz before, during and immediately or soon after the performances and rehearsals of Licensee. Licensee will not disrupt, hinder or diminish any other said performance, rehearsal and activity and will endeavor to coordinate Licensee's people and patrons so as to maximize the beneficial enjoyment of all patrons (and the persons involved in the other performances, rehearsals and activities).
- 11.2 Appropriate persons of Licensee shall only have access and entry to the Straz at times and as limited by the authorized representative of STRAZ. Licensee acknowledges that access to all or any part of the Straz may be severely restricted by STRAZ.

12. LIMITATION OF LIABILITY

- 12.1 STRAZ shall not be obligated or required to replace or repair any part of the licensed premises nor be liable to Licensee for any damage occurring by reason of defect therein, or occasioned by any part thereof being or becoming out of repair, or arising from curtailment of services for any reason; nor from any damages done or arising from activities of whatever kind or nature that may take place in or about the Straz; nor any damages arising from any act or neglect of any occupants of the Straz or of any owners or occupants of adjoining property; nor for any loss, theft, damage, injury or other casualty to the property or persons of Licensee or the patrons of the licensed use.
- 12.2 In no case shall any refund to Licensee be made except when STRAZ fails, for reasons other than as specifically covered hereunder, to deliver possession of licensed premises in accordance with this License Contract. In such event, STRAZ shall refund all payments made by Licensee and thereby be completely released of any further obligation to Licensee. In no event shall STRAZ be liable for any manner of consequential or special damages.
- 12.3 Health and Safety. The Straz Center has the sole discretion of proceeding with or cancelling any engagement based on current health and safety conditions or concerns. If it is foreseeable that government directives mandating social distancing are scheduled to be in place at the time of the engagement, the Straz Center cannot proceed with the respective event and will be released of all its liability of presenting the aforementioned event.
- 12.4 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payment to the other party hereunder attributable to goods/services already provided or performed), when an to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Even(s)"): (a) acts of God; (b) flood, fire, severe weather events (including tropical storms and hurricanes), earthquakes, epidemic/pandemics, explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action: (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) shortage of adequate power or transportation facilities; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized, provided that the Straz Center shall retain sole discretion as to whether any venue may be opened to the public during or following a Force Majeure Event, and shall not be deemed to have defaulted under or breached this Agreement based on its exercise of such discretion.
- 12.5 If STRAZ is unable for any reason to agree to proposals of a labor union relating to employment at the Straz, which results in a strike, lockout, labor disturbance or other similar disruption, which prevents performance by STRAZ, such event shall be deemed to constitute a force majeure.
- 12.6 Licensee will not incur, without the prior written consent of STRAZ, which consent may be arbitrarily withheld, any indebtedness or liability of any kind or nature in the name of STRAZ or use the name of STRAZ in advertising or promoting the program and/or any of the Licensee's productions, interests and activities, other than indicating, without using STRAZ's logo or other protectable item of STRAZ, the schedule and location of performance.

13. ASSIGNMENT AND ADDITIONAL DEFAULT OF LICENSEE.

- 13.1 Licensee shall not transfer, assign, hypothecate, allow transfer by operation of law, encumber or in any other way transfer this License Contract or any right obligation or interest herein without in each case obtaining the prior written consent of STRAZ, which consent may be arbitrarily withheld.
- 13.2 If all, or substantially all, of Licensee's assets are placed in the hands of a receiver or trustee or should Licensee make an assignment for the benefit of creditors or be adjudicated a bankrupt, or should Licensee institute any proceedings under any law relating to the subject of bankruptcy, liquidation or reorganization, or should any involuntary proceedings be filed against Licensee under any such laws, then this License Contract shall not become an asset in any of such proceedings and Licensee shall be in default under this License Contract. In the event Licensee's interest in this License Contract shall for any other reason become vested by operation of law or otherwise in any person or entity other than Licensee (including, without limitation, the vesting of any individual Licensee's or permitted assignee's interest in this License Contract in another by reason of the death of such Licensee or assignee), Licensee shall be in default under this License Contract.

14. LICENSEE HOLD HARMLESS AND WARRANTIES.

- 14.1 Licensee shall save and hold harmless STRAZ and the City of Tampa from any liability, losses, damages, or claims or expenses of any kind or nature, including, without limitation, reasonable attorneys' fees and court costs, appellate or otherwise, sustained or incurred, whether or not caused by the negligence of STRAZ, arising or resulting whether directly or indirectly, in any way from:
- (a) The violation or infringement of any trademark, copyright, trade secrets or other intellectual property rights, right of privacy or other statutory or common law right of any person or entity;
 - (b) The violation of the Code of Good Practices of the National Association of Broadcasters if any performance is authorized under this License Contract to be broadcast by radio or television;
 - (c) The defamation or slander of any person or entity;
 - (d) Any action or failure to act of Licensee, its employees, independent contractors or patrons, including without limitation, any and all loss and/or damage to the Straz caused thereby; and
 - (e) Any and all bodily injury or death, and property damage claims of patrons.

- 14.2 Licensee shall obtain and pay for, and provide STRAZ proof of, all appropriate BMI, ASCAP, and etc. licenses for its performances. Licensee shall obtain City of Tampa Occupational License, if required, at its own expense.

15. RADIO BROADCASTING, TELEVISION AND RECORDING.

Licensee shall not make nor contract for, nor make arrangements for radio broadcasting, television, filming, photographing, taping, sound recording or other kinds of memorializing or reproduction of whatsoever nature for any program presented by Licensee under this License Contract, without the prior written consent of STRAZ, which consent STRAZ may arbitrarily withhold and for which consent STRAZ may receive compensation agreeable to STRAZ.

16. RIGHT OF ENTRY.

Notwithstanding any other provision of this License Contract, STRAZ reserves free access at any time and all times, without adjustments of any payment obligations of Licensee, to all parts of the Straz, including the licensed premises and shall have the right, at any time and all times, to alter, repair, or modify any part of the Straz and its facilities and grounds, in connection with proper control and management of the Straz, and Licensee shall not claim or be allowed or be paid any damages for any injury or inconvenience occasioned thereby.

17. TERMINATION WITHOUT CAUSE.

STRAZ reserves the right to terminate this License Contract without cause and without any liability to Licensee whenever in STRAZ's judgment a performance contemplated herein may pose a danger to the Straz or to persons in or around the Straz, whereupon Licensee will not be obligated under the payment or presentment provisions hereof but otherwise shall remain obligated under all provisions of this License Contract.

18. DEFAULT BY LICENSEE.

- 18.1 Should Licensee violate any of the terms or conditions of this License Contract, or if STRAZ deems itself insecure with respect to any anticipated performance of any of the obligations of Licensee required hereunder, Licensee shall be in default, and STRAZ may, in addition to any and all rights and remedies of STRAZ by this License Contract or by law or equity, at STRAZ's option and without notice or process, take exclusive possession of the licensed premises, remove all persons therefrom and Licensee shall have no further claim thereon or under this License contract. In addition, STRAZ may remove all equipment or property placed therein by Licensee with all expenses resulting from the default to be borne by Licensee and Licensee waives any right and/or claim for damages that may be caused by the activities of STRAZ resulting from the default. In addition, STRAZ may apply part or all of the deposit to losses and expenses sustained by STRAZ, which will arise from the default, notice of such application to be given to Licensee. No action taken or failure to act by STRAZ under this License Contract shall be considered to be a waiver by STRAZ of any right it may have under this License Contract or otherwise may have nor shall it in any other way excuse, terminate, or impair any duty, obligation or liability owned by Licensee to STRAZ and Licensee shall be obligated to pay STRAZ with entire License Fee of this License Contract plus all third party claims, STRAZ's losses, damages, costs and expenses (including reasonable attorneys' fee, appellate or otherwise) arising out of a default by Licensee.
- 18.2 STRAZ's waiver of, or delay in enforcing any right to forfeiture or right to entry or exclusive possession shall not affect any subsequent default or breach of duty or contract and shall not impair any rights or remedies on said subsequent default or breach. In case any suit, action or proceeding shall be brought or taken to enforce any right, exercise any remedy or is otherwise brought or taken under this License Contract, STRAZ shall be entitled to receive and there shall be allowed to be included in any judgment against Licensee, reimbursement for reasonable costs, expenses, outlays and attorneys' fees, appellate or otherwise.

19. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.

- 19.1 Licensee shall comply with all rules and regulations governing the Straz and with all rules, laws, ordinances, regulations and orders of governmental authorities, including health, safety and non-discrimination requirements. STRAZ shall not be liable to Licensee for damages resulting from any diminution or deprivation of Licensee's rights under this License Contract on account of the exercise of any such authority as provided in this section.
- 19.2 Licensee shall comply with all laws, rules, regulations and contracts of STRAZ regarding labor as are applicable to operations contemplated under this License Contract.
- 19.3 Licensee shall comply with directives of the City of Tampa, County of Hillsborough and State of Florida in regard to health, safety and security matters at the Straz and with all written rules and policies of STRAZ relating to the Straz. Licensee shall grant access to any and all of its areas of operations. This provision shall be enforceable by the City of Tampa, County of Hillsborough and State of Florida as well as by STRAZ, and failure to comply with this provision shall be grounds for immediate termination of this License Contract.

20. TAX WITHHOLDING.

STRAZ may withhold such sums as STRAZ may determine in its absolute discretion should be withheld under the Internal Revenue Code and under other laws without liability to Licensee as a result thereof. Notwithstanding the foregoing, Licensee shall withhold all taxes required to be withheld under the Internal Revenue Code and under other laws, including taxes on non-resident aliens and foreign corporations. Licensee shall save and hold harmless STRAZ from any and all claims and expenses relating to tax withholding requirements, worker's compensation claims, etc., including reasonable attorney's fees, which arise or are incurred as a result of the licensed use.

21. ANTI-KICKBACK.

All personnel performing work under this License Contract shall be paid unconditionally without deduction or rebate except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c) with which Anti-Kickback Act Licensee shall comply.

22. NEGATION OF AGENT OR EMPLOYEE STATUS.

- 22.1 Licensee shall perform this License Contract as an independent contractor and nothing contained herein shall in any way be construed to constitute Licensee or its employees as representatives, agents, subagents, or employees of STRAZ, City of Tampa or any political subdivision of the State of Florida.
- 22.2 In no event and under no circumstances shall any provision of this License Contract make STRAZ or the City of Tampa or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to Licensee in connection with this License Contract or otherwise, or for any debts or claims of any nature accruing to any person or entity against Licensee; and there is no contractual relationship, either express or implied, between STRAZ, City of Tampa, or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to Licensee as a result of the provision of performance provided by Licensee hereunder or otherwise.

23. ADDITIONAL ACTIVITIES MUST HAVE WRITING.

For any activities with respect to the Straz beyond the scope of this License Contract, a supplemental written agreement must be entered into covering such additional activities prior to said additional activities being conducted.

24. PERSONAL LIABILITY.

Notwithstanding anything to the contrary, it is specifically understood and agreed, such being a primary consideration for the execution of this License Contract that there shall be absolutely no personal liability on the part of the trustees, officers, employees, volunteers or other persons or entities affiliated with STRAZ, their successors or assigns or the City of Tampa with respect to any of the terms, covenants, conditions of this License Contract and Licensee shall look solely to STRAZ for the satisfaction of each and every remedy of Licensee, such exculpation of liability being absolute and without any exceptions whatsoever.

25. TAXES.

Licensee shall pay either direct to the authorities having jurisdiction for payment of taxes, or as additional consideration hereunder, all taxes assessed against:

- (i) The payments to be made hereunder,
- (ii) Any equipment utilized by Licensee,
- (iii) Any inventory or other assets of Licensee,
- (iv) Any gross receipts or

(v) Any other item subject to taxation assessed because of the use or occupancy of portions of the Straz by Licensee. STRAZ does not warrant that any portion of Licensee's operations or this License Contract shall be exempt from state or federal taxation.

26. ADVERTISING AND PUBLICITY.

26.1 STRAZ reserves the right to prior approval and/or to prohibit any and all advertising by Licensee with respect to the Straz. STRAZ holds a public trust and intends to conscientiously guard this public trust by ensuring that all advertising and publicity with respect to the Straz are accomplished in a dignified, professional and quality manner and medium commensurate with the prestige and reputation of STRAZ and the Straz.

26.2.1 Licensee agrees that it shall make no public statements, press releases or publicity releases concerning this License Contract or the subject matter thereof or otherwise disclose or permit disclosure of any date or information obtained or furnished in compliance with this License Contract or any particulars thereof, without first notifying STRAZ and securing the consent of STRAZ thereto.

26.3 Licensee agrees that for any advertisements, whether printed or broadcast, the theaters shall be referred to in the following manner: *Carol Morsani Hall; Louise Lykes Ferguson Hall; Jaeb Theater; Shimberg Theater.*

27. LICENSEE CLAIMS.

Claims of Licensee arising from default of STRAZ shall be presented to STRAZ before any additional damages result from such alleged default. In any case where Licensee deems that compensation is due from STRAZ to Licensee by reason of default of STRAZ, Licensee shall immediately notify STRAZ in writing of its intention to make a claim for extra compensation before Licensee incurs further damages by reason of such default of STRAZ. If the Licensee does not give such prior notification in writing to STRAZ, the Licensee thereby waives the claim for any such extra compensation. Any notice by Licensee pursuant to this section shall in no way be construed as proving or establishing the validity of such claim.

28. GOVERNING LAW.

This License Contract shall be governed by and construed in accordance with the laws of the State of Florida, and shall constitute the entire agreement of the parties hereto and shall not be modified, amended or superseded except by a written instrument executed and subscribed by all parties hereto.

29. ARBITRATION.

Any and all claims of Licensee arising out of, under or in connection with this License Contract or the breach thereof shall be submitted to arbitration to be held in Tampa, Florida, under the rules and regulations of, and before a single member arbitrator, of the American Arbitration Association. Judgement upon the award rendered may be entered in any court, federal or state, having jurisdiction. All other disputes, controversies, etc. shall be submitted to said arbitration or to a court of law or equity, in the sole discretion of STRAZ.

30. CONTENT INDEMNITY.

Licensee assumes full responsibility for the content of the performances presented by Licensee at the Straz and hereby specifically indemnifies and holds harmless STRAZ and the City of Tampa, their respective trustees, elected representatives, officers, employees, agents and volunteers against any and in respect of any and all claims, actions, proceedings liabilities, damages, costs and expenses, whatsoever arising out of, relating to, or incurred in connection with the content of the performances presented by Licensee at the Straz, including, but not limited to, libelous or slanderous acts, pornographic or indecent acts or any act or omission which violates any contract, trademark, service mark, trade name, copyright, privacy right, trade secret right, literary right, dramatic right, music performance right, etc.

31. RIGHT TO CURE LICENSEE'S BREACH.

If Licensee breaches any covenant or condition of this License Contract, STRAZ may, but shall have no obligation, upon reasonable notice to Licensee (except no notice need to be given when impractical), cure such breach at the expense of Licensee and the reasonable amount of all expenses, including without limitation, attorney's fees incurred by STRAZ in so doing (whether paid by STRAZ or not), shall be deemed additional consideration hereunder payable by Licensee to STRAZ on demand.

32. FIRE/SAFETY CODES COMPLIANCE.

All sets, costumes, props, flashpots, laser lighting equipment, and any other materials used by Licensee must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gasses and compounds must be observed. STRAZ reserves the right to require written evidence that all such codes have been observed and that operators have the required licenses.

33. UNDERLYING AGREEMENT.

Licensee agrees to furnish STRAZ (30) thirty days in advance of the licensed use, a copy of the signed contract between Licensee and the performers or owners of the performance to be presented. Portions of said signed contract concerning financial arrangements with Licensee

may be excised. If Licensee is the owner, the STRAZ may demand and shall thereafter immediately receive a sworn affidavit of Licensee as to such ownership.

34. NON-PRESENTATION MISCELLANEOUS REQUIREMENTS.

In case a performance shall not be (or has not been) performed by reason of act or omission of Licensee, it shall be an obligation of Licensee to make a reasonable amount of public announcements, at Licensee's expense, concerning the non-presentation as soon as possible in the media, including all daily newspapers, news departments at the major commercial television stations, and at any radio stations on which paid advertisements for the event were run. In addition to the foregoing, Licensee shall be liable for reimbursement to STRAZ for STRAZ's staff time expended and other costs in preparation and/or cancellation of the non-presented event and for any technical or office materials used in the non-presented event.

35. TIME.

Time shall be of the essence of this License Contract 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 written permission of STRAZ, which may be arbitrarily withheld, provided if such permission is granted any such additional time shall be paid by Licensee according to the schedule of fees fixed by STRAZ.

36. LICENSEE REPRESENTATIVE.

Licensee will furnish to STRAZ's authorized representative the name, address and phone numbers of the Licensee's Authorized Representative. This Representative will then be the sole person authorized to make decisions or to communicate with the staff of STRAZ. This Representative, who must be present at each performance, will then be the sole person authorized on the behalf of Licensee to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of STRAZ.

37. NOTICE.

Any notice, which the parties may desire or may be required under this License Contract shall be deemed sufficiently given if in writing and hand delivered, or telefacsimile, or sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to the addressee at the mailing addresses as specified by the parties on the execution page of this License Contract or such other addresses as the parties may designate by written notice. The time of the delivery of such notice shall be deemed to be the time when the same is so hand delivered or telefacsimiled or the date of certified receipt, as the case may be.

38. HEADINGS.

The headings through this License Contract are for references only.

39. INVALIDITY.

If any provision of this License Contract or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this License Contract shall not be affected by such invalidity or unenforceability.

40. BINDING EFFECT ON SUCCESSORS AND ASSIGNS.

This License Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided this License Contract shall not be assignable by Licensee.

41. REMEDIES.

All remedies shall be cumulative and not alternative.

42. CONSTRUCTION OF THIS CONTRACT.

Any provision of this License contract to the contrary notwithstanding, it is in the intention of the parties that legal title in the space and facilities made available to the Licensee for its use shall remain vested in the City of Tampa And/or STRAZ and that no interest of Licensee in real property shall be created by this License Contract that such contract rights as are given to Licensee by this Contract shall not be construed to imply any authority, privilege, or right to operate or engage in any business or activity other than as provided by this License Contract, and that none of the space or facilities permitted to Licensee for its use is leased to Licensee. The term "Licensee", unless otherwise specified, shall include its officers, directors or trustees, performers, affiliates, employees, agents and independent contractors.

FOR:
City of Tampa Recreation Department

FOR:
David A. Straz Center for the Performing Arts

By: _____

By _____

Date: _____

Date: _____

Printed Name: Jane Castor

Printed Name: Jennifer Davila

Title: Mayor

Title: Programming Rentals Coordinator

Address: 306 East Jackson Street
Tampa, Florida 33602

Address: 1010 North MacInnes Place
Tampa, Florida 33602

Email Address:

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FAX: (813) 231-5274

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Telephone: (813) 222-1009