

BROWARD CENTER FOR THE PERFORMING ARTS

Agreement for Use of Space

This Agreement, dated ____ day and _____ month of 2025, by and between Performing Arts Center Authority (hereinafter referred to as "PACA") and:

Event:	City Commission Meetings	Project Code:	BR02926-BR05226
Group:	City of Fort Lauderdale ("City" or "LICENSEE")	Contact:	Rickelle Williams
Address:	101 NE 3 rd Avenue, Suite 2100	Telephone:	
City, State, Zip:	Fort Lauderdale, Florida, 33301	Email:	City.Manager@fortlauderdale.gov
Date:	See Schedule	Time:	Various – 11:30am Workshop, 1:30PM Conference Meeting, 6:00PM Regular Meeting

FACILITY/SPACE/SERVICE		✓	TIME	LICENSEE FEE	FEES
Space:	Porter Riverview Ballroom/Einstein Room (except when noted)	<input checked="" type="checkbox"/>	All Day		See Attachment A, B
Space:		<input type="checkbox"/>			See Attachment A, B
Seat Usage Fee		<input type="checkbox"/>			See Attachment A, B
Clean Up		<input type="checkbox"/>	Per event		See Attachment A, B
Risers (3 with skirting)		<input type="checkbox"/>	Per event		See Attachment A, B
Lighting Fee (existing tech lighting in room)		<input type="checkbox"/>	Per set up		See Attachment A, B
Audio/Visual Equipment		<input type="checkbox"/>	Per set up		See Attachment A, B
Backdrop, Pipe and Draping		<input type="checkbox"/>	Per event		See Attachment A, B
Sound: 1 basic hand Mic w/speaker		<input type="checkbox"/>	Per event		See Attachment A, B
Sound system for additional mikes		<input type="checkbox"/>	Per event		See Attachment A, B
Each additional mic		<input type="checkbox"/>	Per event		See Attachment A, B
Lavalieres/each (requires Stage Hand call)		<input type="checkbox"/>	Per event		See Attachment A, B
Stagehand/Production (minimum of 4 hours)		<input type="checkbox"/>			See Attachment A, B
Parking Vouchers (\$10.00 per voucher)			40 per day		See Attachment A, B
Production Set Up		<input type="checkbox"/>	Per Event		See Attachment A, B
Misc. Fees: Tenant User's Liability Insurance (TULIP)		<input type="checkbox"/>	If applicable		See Attachment A, B
Misc. Fees:		<input type="checkbox"/>	7% Sales Tax		See Attachment A, B

Misc Notes: (LICENSEE) is responsible for any equipment not available through Broward Center for the Performing Arts (BCPA). Fees above outline the rent and insurance costs for the use of the facility. Fees listed at the bottom of this agreement are an estimate and not final costs. LICENSEE will be notified of any changes to the presented production estimate before final payment is presented. If organization is non-profit and tax exempt, documentation must be attached with this agreement.

Facility Use Fee without Tenant User Liability Insurance Policy		Facility Use Fee with TULIP	
Total	\$27,048.00	Total	\$0
Deposit Due at time of contract signing	No deposit required. City will pay each event at settlement.	Deposit Due at time of contract signing	\$0
Total	\$27,048.00	Total	\$0

CHECK ALL OF THE FOLLOWING THAT APPLY.

- ☐ **Non-profit organizations:** Affidavit needs to be completed, notarized, Send to production coordinator prior to event.
- ☒ The City of Fort Lauderdale maintains a Risk Management Program in accordance with § 768.28, Florida Statutes, and as such, cannot provide a standard Certificate of Insurance. The City is self-insured for all workers' compensation, general and automobile liability exposures. Accordingly, claims made against the City are administered through the City's Risk Management Division as provided by § 768.28, Florida Statutes .
- ☒ PACA hereby agrees to City's right of sovereign immunity as provided by § 768.28, Florida Statutes, and that the City is

self-insured for general liability and auto liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

The City shall maintain at its own expense and keep in effect during the full term of the Agreement, self-insurance under a Risk Management Program in accordance with Florida Statutes, § 768.28 for General Liability and Auto Liability, and Workers' Compensation, including Employer's Liability (with benefits in accordance with Chapter 440 Florida Statutes) coverage. The City will provide a letter of self-insurance for general and auto liability as prescribed under § 768.28 Florida Statutes.

The City will be solely responsible for loss of City owned improvements, betterments, furnishings, fixtures, and other business personal property situated in or about the Premises to the full replacement value of the property.

☐ If non-profit, please fax proof of 501C3 status.

☐ If non-profit, please fax your tax exemption number.

(Hereinafter referred to as "EVENT") in the Broward Center for the Performing Arts, located at 201 Southwest Fifth Avenue, Fort Lauderdale, Florida. PACA and LICENSEE mutually agree to:

1. **FEES:** For licensing of the premises, LICENSEE agrees to pay PACA the above fees and charges.. If LICENSEE is not responsible for Sales and Use Tax, All rental fees outlined in the LICENSEE column, setup fees, display fees and damage deposit are due at the signing of this lease agreement.
2. **ENTIRE AGREEMENT:** This Agreement, including the Terms and Conditions addendum attached or any other addendum attached or referred to, contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, with respect to this license agreement and this agreement may not be changed or altered, except in writing and signed by both parties. This Agreement shall be constructed and interpreted in accordance with the laws of the State of Florida. The venue for any proceedings shall be in Broward County, Florida. Any and all differences, disputes or controversies arising out of or in connection with this Agreement shall be settled by arbitration before a single arbitrator in the state of Florida in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award rendered may be entered in any Court having jurisdiction thereof.
3. **SCHEDULING AND DATE CHANGES:** The dates identified in *Attachment A* are subject to change upon approval by the City Commission. The City agrees to provide the Performing Arts Center Authority ("PACA") with reasonable advance written notice of any such changes. The City acknowledges that any modifications to the scheduled dates are subject to room availability and may require mutual coordination between the City and PACA to secure alternate dates.
4. **PAYMENT OBLIGATION:** The City shall be responsible for payment on an event-by-event basis only. The City's financial obligation is limited to fees associated with its actual use of the premises. The City shall not be required to remit full rental amounts upfront, nor shall the City be obligated to pay for dates, times, or services not utilized, provided that sufficient notice is given. However, if PACA has incurred any out-of-pocket expenses in connection with a scheduled event that the City subsequently cancels, the City shall remain responsible for reimbursing such expenses.

In Witness Whereof, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

Performing Arts Center Authority

Tenant

By: _____
Ty Sutton – CEO/President

By: _____
Rickelle Williams – City Manager

Date: _____

Date: _____

Attachment A

**City of Fort Lauderdale Commission 10/1/2025 to 9/30/2026
Licensing fee for Mary N. Porter Riverview Ballroom and Ancillary Spaces per City Agreement**

The City of Fort Lauderdale will provide security for all times during use of the venue.

PACA is contributing \$15,000.00 of annual rent credit per the Tri-Party Operating Agreement and any additional rent credit applied to the Tri-Party Capital Agreement. Estimated hard costs including labor and parking.

10/7/2025	Porter Riverview Ballroom & Einstein Room	BR-052-26	\$3,300.00	(\$3,300.00)		\$976.00
10/23/2025	Porter Riverview Ballroom & Einstein Room	BR-053-26	\$3,300.00	(\$3,300.00)		\$976.00
11/4/2025	Porter Riverview Ballroom & Einstein Room	BR-054-26	\$3,300.00	(\$3,300.00)		\$976.00
11/18/2025	Porter Riverview Ballroom & Einstein Room	BR-055-26	\$3,300.00	(\$3,300.00)		\$976.00
12/2/2025	Porter Riverview Ballroom & Einstein Room	BR-056-26	\$3,300.00	(\$1,800.00)	(\$1,500.00)	\$976.00
12/16/2025	Porter Riverview Ballroom & Einstein Room	BR-057-26	\$3,300.00		(\$3,300.00)	\$976.00
1/6/2026	Porter Riverview Ballroom & Einstein Room	BR-058-26	\$3,300.00		(\$3,300.00)	\$976.00
1/20/2026	Porter Riverview Ballroom & Einstein Room	BR-059-26	\$3,300.00		(\$3,300.00)	\$976.00
2/3/2026	Porter Riverview Ballroom & Einstein Room	BR-060-26	\$3,300.00		(\$3,300.00)	\$976.00
2/17/2026	Porter Riverview Ballroom & Einstein Room	BR-061-26	\$3,300.00		(\$3,300.00)	\$976.00
3/3/2026	Porter Riverview Ballroom & Einstein Room	BR-062-26	\$3,300.00		(\$3,300.00)	\$976.00
3/17/2026	Porter Riverview Ballroom & Einstein Room	BR-063-26	\$3,300.00		(\$3,300.00)	\$976.00
4/7/2026	Porter Riverview Ballroom & Einstein Room	BR-064-26	\$3,300.00		(\$3,300.00)	\$976.00
4/21/2026	Porter Riverview Ballroom & Einstein Room	BR-065-26	\$3,300.00		(\$3,300.00)	\$976.00
5/5/2026	Porter Riverview Ballroom & Einstein Room	BR-066-26	\$3,300.00		(\$3,300.00)	\$976.00
5/19/2026	Porter Riverview Ballroom & Einstein Room	BR-067-26	\$3,300.00		(\$3,300.00)	\$976.00
6/2/2026	Porter Riverview Ballroom & Einstein Room	BR-068-26	\$3,300.00		(\$3,300.00)	\$976.00
6/16/2026	Porter Riverview Ballroom & Einstein Room	BR-069-26	\$3,300.00		(\$3,300.00)	\$976.00
7/7/2026	Porter Riverview Ballroom & Einstein Room	BR-070-26	\$3,300.00		(\$3,300.00)	\$976.00
8/18/2026	Porter Riverview Ballroom & Einstein Room	BR-071-26	\$3,300.00		(\$3,300.00)	\$976.00
9/1/2026	Porter Riverview Ballroom & Einstein Room	BR-072-26	\$3,300.00		(\$3,300.00)	\$976.00
9/10/2026	Porter Riverview Ballroom & Einstein Room	BR-073-26	\$3,300.00		(\$3,300.00)	\$976.00
9/15/2026	Porter Riverview Ballroom & Einstein Room	BR-074-26	\$3,300.00		(\$3,300.00)	\$976.00

Season Totals	\$75,900.00	(\$15,000.00)	(\$60,900.00)	\$22,448.00
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Attachment B

Fee Description	Notes	Standard Fee	Estimated Expense
Porter Riverview Ballroom Rent (per day)	All Day	\$3,000.00 applied to Tri-Party Grant and/or Operating Agreement	credit
Einstein Room Rent (per day)	All Day	\$300.00 applied to Tri-Party Grant and/or Operating Agreement	credit
Garage Parking	40 spaces	\$600.00	\$400.00
Labor	Variable and based on actual hours	\$576.00	\$576.00
Total		\$4,676.00	\$976.00

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

ATTEST:

David Soloman,
City Clerk

Approved as to form:
D'Wayne Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2025, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

PERFORMING ARTS CENTER AUTHORITY

By _____

Type or print name

(Name of Signor) (Title)

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by (Name of Signor) _____ as (Title) _____ of the Performing Arts Center Authority, (Type of Corporation) _____ on behalf of Performing Arts Center Authority.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____