

AGREEMENT BETWEEN
CITY OF ORLANDO
AND
ORLANDO REPERTORY THEATRE

THIS AGREEMENT is made and entered into on this 23rd day of February, 2015 (Commencement Date), by and between the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY" and the Orlando Repertory Theatre hereinafter referred to as "The REP".

WHEREAS, The REP provides opportunities for youth ages 5-14 to engage in the performing arts with an emphasis on self-expression and creativity; and

WHEREAS, the CITY owns several recreation centers that include the arts as part of their after school curriculum; and

WHEREAS, the CITY desires to partner with an organization that can offer an outlet for supplemental activities in the performing arts; and

WHEREAS, it is in the best interest of the CITY, The REP, residents of the City of Orlando and the general public that the parties enter into this agreement to provide the Community Engagement Theatre Program.

NOW THEREFORE, in consideration of the premises, promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and The REP hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into the agreement as if fully set forth herein.
2. Term. The term of this agreement shall be from March 9, 2015 to May 30, 2015.
3. Program hours and locations. The Community Engagement Theatre Program shall operate at the locations listed below from March 9 to May 21, according to the following schedule:
 - Callahan and Dover Shores: Mondays and Wednesdays from 4:00 p.m. to 5:00 p.m.
 - Rosemont and Wadeview: Tuesdays and Thursdays from 4:30 p.m. to 5:30 p.m.

4. Performance. Children will have two performances at The REP theatre: one on Friday May 29, 2015 from 7:30 p.m. to 8:30 p.m. and one on Saturday May 30 from 2:00 p.m. to 3:00 p.m. Dress rehearsal will take place at The REP on Wednesday May 27 from 5:00 p.m. to 7:30 p.m.
5. Staffing. The REP will provide teaching artists at each facility during program hours listed in paragraph 3 to properly supervise and administer the program. All REP staff and participants shall be subject to any and all rules and regulations governing CITY facilities. The REP shall document that all staff having contact with any youth participants have been background checked and screened to meet State of Florida standards prior to beginning the program at CITY facilities. The REP shall provide CITY such documentation upon request.
6. Hold Harmless/ Indemnification.
The REP agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this agreement, caused by any act or omission of The REP, its agents, servants, employees, clients, guests, or invitees.
7. Insurance. The REP is required to carry liability insurance which will reflect a minimum of \$500,000.00 bodily injury per occurrence and \$100,000.00 property damage. The policy shall name the City of Orlando as an additional insured. The CITY shall be notified in writing of any reduction, cancellation, or substantial change of policy at least thirty (30) days prior to the effective date of such action.
8. Supplies. The REP will purchase its own supplies for the program at the recreation centers. Costumes, additional set pieces or props (if needed), food, and transportation costs will be paid by the CITY.
9. Marketing. The REP will assist the CITY with advertising for the performances by posting a notice on their website, in their newsletter, and mailing a postcard announcing the performance dates and times.
10. Termination. This agreement may be terminated:
 - a) by the CITY if The REP fails to maintain proper insurance coverage and does not remedy the failure within five (5) calendar days after receipt of notification by the CITY; or
 - b) by either party, without cause, upon thirty (30) day written notice to the other party.

11. Notice. Notice to the parties under this agreement shall be in writing and provided to the following addresses by mail or hand-delivery to:

CITY: Families, Parks and Recreation
Recreation Division
Attn: Recreation Division Manager
595 North Primrose Drive
Orlando, Florida 32803

Orlando
Repertory Theatre: Gene Columbus, Executive Director
Orlando Repertory Theatre
1001 E. Princeton Street
Orlando, Florida 32803

CITY OF ORLANDO

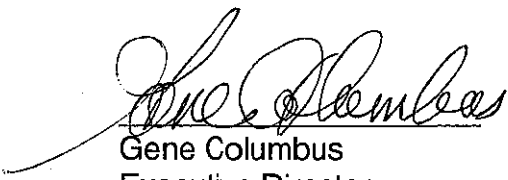
City Clerk

Mayor

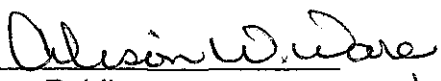
Approved as to form and legality for the use and
Reliance of the City of Orlando, Florida only

City Attorney
City of Orlando, Florida

ATTEST:


Gene Columbus
Executive Director
Orlando Repertory Theatre

The foregoing instrument was acknowledged before me this 17th day of Feb., 2015, by (Name of Officer) Gene Columbus
(title) Executive Director of Orlando Repertory Theatre
a _____ organization, on behalf of the organization. He/she
is personally known to me or has produced _____ as identification.


Notary Public
My commission expires: 6/25/15

