

**AGREEMENT BETWEEN
CITY OF ORLANDO
AND
ORLANDO BALLET SCHOOL**

THIS AGREEMENT is made and entered into on this 13th day of February, 2017 (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 Orlando Ballet, Inc. hereinafter referred to as "OBS".

WHEREAS, OBS provides opportunities for youth 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, OBS, residents of the City of Orlando and the general public that the parties enter into this agreement to provide dance instruction for youth in the Central Florida Area.

NOW THEREFORE, in consideration of the premises, promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and OBS 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 program provided for in this agreement shall be held in a three month period in 2017 as agreed upon by the OBS and Families, Parks and Recreation Director. This agreement may be extended for terms upon the mutual written agreement of the parties. The Families Parks and Recreation Director is authorized to execute such renewals, under the same terms and conditions, on behalf of the CITY without further approval from City Council.

Program hours and locations. OBS shall audition students from the locations listed below. Selected students will participate on-site at the College Park Community Center on Mondays from 4:00p-5:00p

3. Performance. City of Orlando Recreation Division children selected for the OBS program will have a demonstration at the College Park Community Center site on a date and time mutually agreed upon by the parties.

4. Staffing. OBS will provide teaching artists at the College Park Community Center site during program hours listed in item 3 to properly supervise and administer the program. All OBS staff and participants shall be subject to any and all rules and regulations governing CITY facilities. OBS 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. OBS shall provide CITY such documentation upon request.
5. Hold Harmless/ Indemnification.
OBS 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 OBS, its agents, servants, employees, clients, guests, or invitees.
6. Insurance. OBS is required to carry liability insurance which will reflect a minimum of \$500,000.00 bodily injury per occurrence. 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.
7. Supplies. OBS will purchase its own supplies for the after-school ballet program at the Loch Haven site. Costumes, additional set pieces or props (if needed), food, and transportation costs will be paid by the OBS.
8. Marketing. City will assist OBS with advertising for the performances by posting a notice on its website and on its social media accounts.
9. Termination. This agreement may be terminated:
 - a) by the CITY if OBS 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.
10. 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 Ballet:

Katherine Fabian
Managing Director
Orlando Ballet
415 E. Princeton St.
Orlando, FL 32803

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

ATTEST:

CITY OF ORLANDO

City Clerk

Mayor/Mayor Pro Tem

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

Chief Assistant City Attorney
City of Orlando, Florida

ORLANDO BALLET SCHOOL

Katherine Fabian
Managing Director
Orlando Ballet

The foregoing instrument was acknowledged before me this ___day of _____, 2017, by Katherine Fabian (Name of Officer), Managing Director (title) of Orlando Ballet, a not-for-profit organization, on behalf of the organization. She is personally known to me or has produced _____ as identification.

Notary Public
My commission expires: _____