



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the rental agreement with Greater Minds, Inc. to lease the Tigertail Lake Recreational Center for the Day Break Miami 2024 event. Fiscal Impact: Revenue \$6,000.00.

Presenter(s): Donald Astrab, VP, Academic Operations, Analytics, & Comm

What is the purpose of this contract and why is it needed?: The Greater Minds, Inc is looking for a facility to accommodate approximately 450-550 participants, to have their kick-off event for the 2024 Miami Carnival. This non-profit organization seeks to engage the College in helping to foster and promote this cultural event which is an opportunity to increase awareness of the College's Brand.

What procurement process or bid waiver was used and why? No, this is revenue generating.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Not applicable, this is revenue generating.

What fund, cost center and line item(s) were used? Not applicable, this is revenue generating.

Has Broward College used this vendor before for these products or services? Not applicable, this is revenue generating.

Was the product or service acceptable in the past? Not applicable, this is revenue generating.

Was there a return on investment anticipated when entering this contract? Not applicable, this is revenue generating.

Was that return on investment not met, met, or exceeded and how? Not applicable, this is revenue generating.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Broward College's commitment to provide an enriched cultural, engaging and interactive student experience that promotes a sense of community through social interaction. This event will foster community engagement while promoting the College to prospective students.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Revenue generating \$6,000.00

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

8/21/2024

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

8/22/2024

APPROVAL PATH: 11989 Greater Minds Inc. - DayBreak Miami 2024

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Kevin Delsoin	Director Review		✔ Completed	
2	Donald Astrab	Vice Provost Review		✔ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
5	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
6	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		✔ Completed	
8	Board Clerk	Agenda Preparation		⌚ Pending	
9	District Board of Trustees	Meeting	10/08/24 11:00 AM	⌚ Pending	



**FACILITY RENTAL AGREEMENT
GENERAL USE**

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made and entered into as of July 31, 2023 between The District Board of Trustees of Broward College, Florida ("College") and Greater Minds, Inc. whose telephone number is 954-417-5099 and whose address is 3801 NW 39th St Lauderdale Lakes, FL 33309 ("Lessee") (collectively, the "Parties") under the following terms:

1. Lease.

For and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, the College hereby leases to the Lessee the following Broward College facility, as described below (hereinafter "Facility").

Facility Description:

The sandy beach area south of the office buildings, the pavilion, the larger conference room, and the Tigertail kitchen.

2. Payments.

Due to state auditor requirements, the College cannot extend credit; therefore, Lessee must return the signed Agreement, as well as Exhibit "A" attached hereto and incorporated herein as an integral part of this Agreement, and pay all rental fees in accordance with Exhibit "A" at least thirty (30) days prior to the event. The College reserves the right to add other charges as it deems appropriate. Non-profit organizations must present their IRS 501C status certification.

3. Date(s) and Time(s).

In consideration of the mutual agreements contained herein, the College hereby leases to Lessee, and Lessee hereby accepts the right to use and occupy the Facility during the date(s) and time frame(s) in accordance with Exhibit "A."

4. Use.

The Lessee shall have the right to occupy and use the Facility for the Event as it is identified on Exhibit "A" and no other.

5. Rental Fees.

Lessee agrees to pay the rental fees, as determined by the College and in accordance with the rental and cost schedule applicable to the Facility, labeled Exhibit "A." Exhibit "A" also lists additional costs, information regarding the sale of tickets, concession, and other planning information related to the Facility.

6. Deposit.

Lessee agrees to pay a non-refundable reservation deposit in accordance with Exhibit "A" upon signing this Agreement. The deposit will be applied toward the rental costs. A deposit check shall be submitted with this signed Agreement as well as any other requirements in Exhibit "A."

7. Additional Fees.

The aforementioned rental payment includes all fees identified in Exhibit "A." Lessee may also incur additional fees, including but not limited to, fees associated with space, staff and/or rental equipment or services. The number and identity of persons and property to be used for each Event shall be approved by College. All Event operating expenses shall be the responsibility of the Lessee. Additional fees are laid out in Exhibit "A."

8. Ingress/Egress.

All portions of the sidewalks, gates, doors, roadways, vestibules and all ways of access to public utilities and other areas of the Facility shall be kept unobstructed by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises by the Lessee unless specifically identified and listed in Paragraph 1.

9. Concessions and Vending.

The rights to all food and drink concessions are reserved by College. If College allows Lessee to make concession and/or merchandise sales, College will be entitled to the specified percentage of gross sales by Lessee as indicated in Exhibit "A" as determined by the rental status. **THE SALE OR DISTRIBUTION OF ALCOHOL REQUIRES PERMISSION FROM THE COLLEGE IN ADVANCE OF SALE OR DISTRIBUTION.**

10. Taxes.

The College shall not be responsible for the payment of any taxes arising out of or in connection with the use of the premises by the Lessee. The Lessee shall be responsible and required to pay to the College an amount sufficient to discharge all taxes which may arise from or in connection with the Lessee's use of the premises upon demand.

11. Security.

All security and law enforcement shall be provided by the College.

- A. The College reserves the right to eject or remove persons from the Facility if they are engaging in objectionable behavior. Objectionable behavior shall be determined by the College.
- B. The College assumes no responsibility whatsoever for any property placed in or on the College's premises, and the College is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of the premises under this Agreement.

12. Abandoned Property.

Unless special arrangements have been made between the College and Lessee, any property left in or on the premises by the Lessee shall be deemed abandoned and become property of the College to be disposed of or utilized at the College's discretion in no less than two days after the Event.

13. Compliance.

The College hereby reserves the right to control and manage the Facility and to enforce all necessary and proper rules for the management and operation of the Facility. The College shall have free access at all times to all space occupied by the Lessee. Lessee shall obtain all necessary permits and licenses for the Event. Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual property used on or incorporated in the Event. Lessee may not utilize the rented space(s) for any other purpose than the purpose stated in this Agreement.

14. Assignment.

Lessee shall not sublet any rented space(s), or in any way assign this Agreement or any rights hereunder to any other person or organization, unless the College and Lessee have agreed to such assignment in a writing signed by the Parties.

15. Interruptions or Termination of Event.

The College shall retain the right to interrupt or terminate any event in the interest of public safety. If the College decides to evacuate the premises for public safety reasons, Lessee shall immediately obey the directions of the College.

The College will work with Lessee to reschedule the presentation of the Event without additional rental fees, providing such time does not interfere with other scheduled events. If it is not possible to complete the presentation of the Event, rental fees shall be forfeited, prorated, or adjusted at the discretion of Facility management, and Lessee hereby waives any claim for damages.

16. The College's Right to Lease Other Portions of the Facility.

The College reserves the right to rent out other parts of the Facility building, at the same time that Lessee has rented Facility space. Lessee has no right to enter or use areas of the Facility other than those specific areas Lessee rented for the Event.

17. Safety Provisions.

Lessee shall not, without the written consent of the College, put up, operate, or use any candles, internal combustion engine or motor or machinery on the premises, or use explosives, burning fluids, or gasoline for either mechanical or other purposes. Any fire or fire effects must be preapproved in writing by the College. The College may require a demonstration at Lessee's expense. Lessee further agrees that all decorative material, including but not limited to floor covering, must be flameproof and that all matters involving safety must be brought to the attention of the College and will be resolved by the decision of the College. If Lessee uses explosives or pyrotechnics during the production of the Event, the Lessee is responsible for all licenses and/or permits. Proof of such licenses/permits must be provided to the College no later than two (2) weeks before the Event date. Any additional personnel required to be on the premises during Lessee's production, including but not limited to fire department personnel, shall be an expense charged to the Lessee in the final billing process.

18. Intellectual Property Infringement Indemnification.

Lessee and its vendors/suppliers/subcontractors agree to indemnify, defend and hold harmless the College from any claims or costs, including legal fees, which arise or might arise from a claim of copyright or other intellectual property right infringement arising out of or related to the Event and any material used in the Event.

19. Damage.

Lessee and its vendors/suppliers/subcontractors shall be liable for all damage to buildings, fields, grounds and equipment incident to the Lessee's use of the Facility and such damage shall be determined in the College's sole discretion. Lessee agrees to pay for all damage to the Facility and to the College's property at the site (other than normal wear and tear).

20. Modifications.

Lessee shall make no temporary or permanent modifications to the Facility without the express written permission of the College.

21. Insurance.

For the rental of the Facility, Lessee shall purchase and maintain through the term of this Event, a Certificate of Insurance to protect Lessee from all claims of bodily injury, including accidental death, personal injury and property damage arising out of the Event. The comprehensive general liability insurance shall be in an amount of not less than \$1,000,000.00 unless agreed to in writing by the College and shall name the College as additional insured, as regards General Liability, in the name of "The District Board of Trustees of Broward College, FL." Sale and/or distribution of alcohol by Lessee or any of its vendors/suppliers/subcontractors will also require Lessee to have Liquor Liability insurance in an amount not less than \$1,000,000 unless agreed to in writing by the College. A copy of the above insurance policy shall be delivered to the College upon the execution of the Agreement at Risk Management, 6400 NW 6 Way, Fort Lauderdale, FL 33309. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving the College five (5) days written notice. Lessee shall ensure that any of its vendor/suppliers/subcontractors are similarly insured.

22. Services.

The College agrees to furnish general lighting from the permanent fixtures, outlets, air conditioning, and water for normal usage as now installed in Facility. The Lessee hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system, or air conditioning, leading to or on the premises, when failure to supply the above is beyond the College's control.

23. Force Majeure.

Notwithstanding any provisions of this Agreement to the contrary, neither party shall be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances. The Parties shall determine whether they wish to continue under the terms of the Agreement after such circumstance(s) has subsided.

24. Indemnification.

Lessee shall indemnify and hold the College, its Board of Trustees, officers, employees, agents, and assigns harmless from and against all claims, liability, loss and expense including reasonable attorneys' fees and costs, and collection expenses incurred, from any claim, suit or proceeding arising out of Lessee's negligent, reckless, or willful misconduct, occurring from, relating to or arising out of the use of the Facility. This clause shall survive the termination of this Agreement.

25. Safety and Compliance.

The Lessee shall use and occupy the premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and any other governmental authorities, as may be in force and effect at the time of the Event. In the event that Liquor is supplied and sold by the Lessee at the event, the Lessee shall be responsible to obtain all required Liquor and related permits. The Parties shall comply with Broward College Policy 6Hx2-6.32.

26. Successors and Assigns.

This Agreement and each of its terms and conditions shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, and assigns.

27. Advertising.

Lessee shall not advertise any performance, nor shall the sale of tickets begin until Lessee has paid the required deposits, signed and returned the Agreement, and supplied the certificate of insurance and Lessee's appropriate

tax documentation to the College. Use of the College Logo and/or name is strictly prohibited unless authorized in Exhibit "A" and, if so, the College shall approve in writing all advertising that includes the College's name or logo.

28. Ticketing.

Lessee shall comply with all ticketing rules for the Facility as stated in Exhibit "A."

29. Good Faith Refund to Public.

The College as owner of premises has the right to maintain public faith in its good name. Therefore, the College retains the right to make ticket refunds for cause. Such cause shall include, but not be limited to, instances of Force Majeure, or Lessee's failure to show, or Lessee's failure to go on stage within a reasonable time of schedule. If tickets must be refunded to the public, other than for instances of Force Majeure, the College shall retain the full amount of the charges from Lessee, including all appropriate service charges for tickets.

30. Cancellation.

If Lessee desires to cancel this Agreement, Lessee must provide written notice of cancellation at least 90 days prior to the Event in order to receive a full refund of all monies paid. If written cancellation is made less than 90 days, but at least 30 days prior to the Event, the College will refund 50% of all monies paid to the College. If the College receives notice of cancellation from Lessee less than 30 days prior to the Event, all monies paid by Lessee will be forfeited.

31. Termination for Default.

Should Lessee fail to perform as set forth in this Agreement, the College shall have the right to immediately terminate the Agreement for default. Upon such termination, the College shall have the right to Lessee's full rent and expenses as liquidated damages. Liquidated damages are assessed because the College cannot determine exactly how much money it would have made by renting the Facility to another party. The College and Lessee agree that the liquidated damages are not a penalty. Lessee agrees to promptly remove at Lessee's expense all of its property from the Facility. This paragraph shall survive the expiration or termination of the Agreement.

32. Non-discrimination.

Lessee shall comply with all State, Federal and Local laws regarding free and open access to the Facility and there shall be no discrimination based on race, color, religion, disability, veteran status, gender, national origin, marital status, sexual orientation or any other basis prohibited by law.

33. Independent Contractors.

Lessee and the College are independent contractors and nothing in this Agreement shall be interpreted to establish any employment relationship between the Parties and their respective employees, agents, subcontractors, or assigns during or after the term of this Agreement.

34. Entire Agreement.

This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and no other prior written or oral statements or agreements are valid for any reason.

35. Amendment.

This Agreement may be changed only by written amendment duly executed by the College and Lessee.

36. Law and Venue.

The place of this Agreement, and its forum, is Broward County, Florida. Therefore, all legal disputes whether in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement shall be determined using Florida law and shall be brought only in Broward County, Florida.

37. Records Retention and Public Access.

Lessee shall maintain all records, books and documents pertinent to the performance of this Lease in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Agreement. Records relating to any legal disputes arising from performance under this Agreement shall be made available to the College until final disposition of the legal dispute. If the audit reveals that Lessee owes the College any funds, Lessee shall pay for the audit and return all funds to the College immediately.

38. Public Records.

Lessee shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Lessee assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Lessee and Lessee shall bear all costs and fees related to the same.

39. Notices.

All notices by either Party to the other shall be in writing, delivered personally, electronically, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally and addressed as follows:

To College:	To Lessee:
Contact: _____	Contact: <u>Greater Minds, Inc/Sheri Smith</u>
Address: _____	Address: <u>3801 NW 39th Street</u>
City/State/Zip: _____	City/State/Zip: <u>Lauderdale Lakes, FL 33309</u>
Phone: _____	Phone: <u>954-417-5099</u>
Email: _____	Email: <u>Sheri@greatermindsinc.org</u>

40. Additional Terms and Conditions.

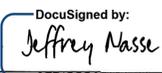
Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."

_____	
College	Lessee

In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The Parties to this Agreement accept these terms through their respective representatives on the date noted above.

COLLEGE

LESSEE

DocuSigned by:

 CE71DBD3F9B8460...
 Signature
 Jeffrey Nasse

 Name
 Provost & SVP Academic Affairs

 Title



 Signature
 Sheri Smith

 Name
 Advisor

 Title



**FACILITY RENTAL AGREEMENT
GENERAL USE
EXHIBIT "A"**

Event Name: Daybreak Miami 2024

TIME		DATE
FROM	TO	
8:00 am	8:00 pm	Friday, October 11, 2024

EXPENSE AND RENTAL CHARGES

ITEM/DESCRIPTION	CHARGES	CREDITS	BALANCE
Facility Rental, 9 am – 5 pm	6,000.00		6,000.00
Total Paid by Lessee			
Rental Rate			6,000.00
SUB-TOTAL			
FLORIDA RENT TAX*			0.00
TOTAL			6,000.00
<i>Checks should be made payable to:</i>	<i>Broward College</i>		

*Florida Rental Tax applies to Base Rental Rates for Profit Organizations

The Lessee shall have the exclusive use of the facility for the event.

The Lessee shall be allowed to enter the premises the day before to begin set-up two (2) hours after closing one (1) hour prior to event for set up and shall have exited the premises after breakdown/clean-up no later than 6:00 pm. The Facility's regular hours are from 9:00 am – 5:00 pm, so the Lessee will be charged a minimum of four (4) hours of support staff additional time as reflected in Exhibit A. The Lessee shall be allowed to adjust these before and after times in advance, no less than three (3) weeks prior to the event.

8:00 am – 10:00 am	Set up
11:00 am	Doors open
6:30 pm	Last Admittance
7:00 pm	Party is concluded; music is turned off
6:00 pm – 8:00 pm	Cleanup

Attendees – 500 estimated but not to exceed 550

Lessee shall be responsible for ticket sales and redemptions.

Lessee and guests shall have access to the Facility bathrooms throughout the duration of the event.

Music – Amplified music will be operated and played by Lessee.

DJ, Microphone, Speakers, Sound System and any Stage shall be provided by Lessee if desired and set-up as necessary by Lessee.

Alcoholic Beverages will be sold at the Event by the Lessee. Bartenders and the alcohol shall be provided and served by the Lessee.

Lessee is responsible for any food sales, Lessee estimates three (3) food vendors (caterers or food trucks) will be in attendance. Lessee also anticipates providing an additional vendor who will be onsite selling themed items (i.e. flags, key chains, cups, t-shirts, etc.). The College shall have the ability to reject any of these items in its sole discretion.

Lessee is responsible to provide desired temporary decorations (balloons, posters, signage, branding, etc. and is responsible for hanging/installation and removal of all items. Lessee may also provide a bubble or fog machine & foam), The College shall have the final decision on the use and placement of any of these items.

Lessee must ensure all trash, including bottles, bottle caps, cans and food items are properly disposed of either in the provided trash bins or dumpster before leaving the premises the day of the event.

The Lessee and guests are prohibited from using the lake (not including the beach), Aqua Challenge and the ropes course area. The College will close off these areas by utilizing appropriate signage.