



Cultural Arts Village
4323 Commons Drive West, Destin, FL 32541
850-650-2226

FACILITIES LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2023, by and between the Mattie Kelly Arts Foundation, Inc., a Florida not-for-profit corporation (MKAF) whose address is: 4323 Commons Drive W. Destin, FL 32541; and _____ ("Licensee"), whose address is: _____

WHEREAS, Licensee desires a license for the temporary use of certain real property owned by MKAF in Okaloosa County, Florida, and MKAF desires to grant the Licensee a license to use its real property according to the terms and conditions of this Agreement.

NOW THEREFORE, for the considerations herein described, MKAF hereby grants to Licensee a license to use those portions described herein of its real property in Okaloosa County, Florida, as depicted in **Exhibit A**, attached hereto (the "Site"), upon the terms and conditions of this Agreement. The address of the Site is 4323 Commons Drive W. Destin, FL 32541.

• **LIMITED USE OF THE SITE.** The Licensee shall be permitted to use those portions of the Site identified as the parking areas, Dugas Pavilion, MKAF office space (if leased), restrooms on the graphical depiction of the Site Plan.

• **PERMITTED USES.** Licensee shall use the Site for the exclusive purpose of _____ (the "Event"), and Licensee shall not use the any portion of the Site for any other purpose without the express written consent of MKAF. The License shall, at its own expense, obtain any and all governmental licenses and permits necessary for the Event and Licensee's use of the Site. The possession, consumption, and sale of alcoholic beverages is prohibited unless such use is expressly authorized in writing by MKAF and approved through permits issued by the appropriate local and state licensing agencies.

• **USE GUIDELINES.** Licensee will faithfully observe and comply with the Cultural Arts Village Venue Guide attached to this Agreement, which are hereby incorporated into and made a part of this Agreement, and all modifications and additions from time to time promulgated by MKAF. MKAF will not be responsible to Licensee for the nonperformance of any rules Venue Guide by any other person or party.

• **TERM.** The Licensee shall be entitled to use the Site for a period of one (1) day, commencing from: _____ to: _____ (the "Term") 7:00a.m.-11:59 a.m. each day.

· LICENSE FEES. Licensee agrees to pay MKAF fees for the use of the Site at the negotiated rate set forth in the Facility Rental Rate (FRR), attached to this Agreement, plus all applicable sales and use taxes imposed upon such payments (the "License Fee"). The License Fee shall include the base fee for the Site and any additional charges for services or goods provided by MKAF

A. \$500.00 date reservation fee shall be paid to MKAF within seven (7) days of the Licensee's reservation of the Site. The fee is non-refundable.

B. Fifty percent (50%) of the License Fee shall be paid to MKAF upon receipt of receiving the fully executed facility rental contract.

C. The remaining License Fee shall be paid to MKAF no later than ten (10) business days prior to the Event. Upon the conclusion of the Event, Licensee shall pay MKAF any unpaid License Fee due, together with all other fees, charges and expenses incurred by Licensee's actual use of the Site, for any services rendered by MKAF and for any other amounts due from Licensee to MKAF hereunder, including but not limited to those shown in FRR to this Agreement, upon receipt of notification or an invoice from MKAF for same. MKAF reserves the right to charge the credit card on file for any unpaid charges.

· ACCEPTANCE OF SITE. Upon execution of this Agreement, Licensee will be deemed to have accepted the Site in its "AS-IS" and "WHERE-IS" condition and hereby waives all objections to the condition of the Site for the Event. MKAF DOES NOT MAKE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANSHIP OR HABITABILITY.

· ALTERATIONS, ADDITIONS, IMPROVEMENTS. Licensee will not make any alterations, additions, or improvements to the Site without MKAF's prior written consent. However, Licensee shall be permitted to bring onto the Site, Licensee's furniture, fixtures, equipment, structures and other personal property of a temporary nature used for Licensee's Event (the "Permitted Equipment"). Examples of such Permitted Equipment include tables, chairs, portable toilets, lighting equipment, sound equipment, food concession vending equipment, generators and trailers. Licensee shall not affix anything to the Site without MKAF prior written consent. Permitted Equipment shall be installed and used in accordance with all applicable laws. Licensee shall be shall at all times be responsible, at its own cost and expense, for obtaining all required governmental permits and approvals necessary for the installation or use of any Permitted Equipment on the Site, and, at no time, shall any work be done in or about the Site until all such permits and approvals are obtained. Licensee will remove all its personal property of every kind from the Site, including the Permitted Equipment, at the expiration of the Term, at Licensee's sole cost, and will restore the Site to its condition prior to the Term, reasonable wear and tear excepted.

· MAINTENANCE AND REPAIRS. Licensee will, at its sole cost and expense, maintain the Site and make repairs, restorations, and replacements to the Site during the Term, as and when needed to preserve the Site in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Licensee, its agents, employees, invitees, visitors, and contractors. All such maintenance, repairs, restorations, and replacements will be in quality and class equal to the original work or installations. If Licensee fails to make those repairs, restorations, or replacements, MKAF may make them at the expense of Licensee and the expense will be reimbursable to MKAF by Licensee within fifteen (15) days after delivery of a statement for the expense. If MKAF has secured payment of such expenses with a credit card or other security from the Licensee, MKAF shall be permitted to charge such expenses to such credit cards or deduct such expenses from such security.

· MECHANICS' AND CONSTRUCTION LIENS. Pursuant to Florida Statute 713.10, MKAF shall not be liable for any liens for labor, services or materials, provided to or made by Licensee, or any of Licensee's agents, contractors, sub-contractors, suppliers, materialmen, or any other person or entity employed or directed by Licensee, or any agent of Licensee, with respect to the Site, or any areas in or around the Site, and any such liens shall not attach to the MKAF's interest in the Site and the MKAF's interest in the Site shall not be subject to any such lien. Licensee shall notify any such person, entity, contractor or materialmen, and all of the aforementioned persons or entities of this provision of the Agreement. Upon completion of any work performed by Licensee, Licensee shall furnish MKAF with waivers and affidavits confirming that all contractors, subcontractors, laborers and materialmen have been paid in full. Such waivers and affidavits shall be in a form acceptable to MKAF and in accordance with Florida Statutes. Should construction liens or claims be filed against the Site due to Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the lien to be canceled and discharged of record by bond or otherwise, within thirty (30) days after receipt of notice from MKAF. Licensee's failure to discharge the lien shall be a default under this Agreement. In addition to all remedies allowed under this Agreement, MKAF may at its option, after thirty (30) days following initial notice to Licensee, discharge the lien by paying the amount claimed to be due, and Licensee shall repay MKAF for same.

· DAMAGE AND DESTRUCTION. Licensee shall be solely responsible for any and all damage of any nature to the Site arising from or resulting from Licensee's Event, Licensee or its agents, employees, invitees, visitors, and contractors' use of the Site and/or any other act or omission of Licensee or its agents, employees, invitees, visitors, and contractors. If any building or improvements standing or erected on the Site shall be destroyed or damaged in whole or in part for any reason whatsoever, during the Term, all insurance proceeds payable under the policies required by this Agreement shall be payable to MKAF, to be applied as MKAF sees fit is its sole discretion. Licensee shall be liable for any damages incurred.

· NO WASTE ON SITE AND VACATION OF SITE. At the expiration of the Term, or end of Licensee's use of the Site, by lapse of time or otherwise, Licensee shall vacate and return the Site to MKAF in the same condition as received, failing which, MKAF or its designee may take any necessary steps to return the Site to the same condition as it was immediately preceding the Term, at Licensee's expense.

· COMPLIANCE WITH LAWS. Licensee will not use or occupy, or permit any portion of the Site to be used or occupied, (a) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, now or after the date of this Agreement affecting the Site; or (b) for any disreputable business or purpose; or (c) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Foundation upon all or any part of the Site or the improvements thereon or its contents. Licensee will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Site, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Site. The cost of such compliance (including without limitation capital expenditures) will be borne by Licensee. Licensee shall be required to ensure that its agents, employees, invitees, visitors, contractors and all other persons and parties on the Site because of, on behalf of, or by way of Licensee, also comply with the terms of this Section.

· RIGHT OF ENTRANCE. MKAF shall have the right to enter the Site at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors. However, MKAF covenants that no other events or uses of the Site will be permitted during the Term, other than MKAF and its employee's use of its offices.

· INSURANCE.

A. MKAF's Insurance. MKAF may keep the Site insured against liability, casualty and other risks in such amounts as MKAF shall deem reasonable in MKAF sole discretion, and the premiums for which shall be the responsibility of MKAF. MKAF shall not maintain any insurance which covers the Permitted Equipment or any other personal property of the Licensee of any kind.

B. Licensee's Insurance. During the Term, Licensee will, at its expense, maintain: (i) workers' compensation in an amount required by law; (ii) commercial general liability insurance with a per occurrence limit of One Million Dollars (\$1,000,000) and a general aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage, including products liability and contractual liability, on an occurrence basis and containing an endorsement having MKAF, its agents, employees and lender as additional insureds, a separation of insured provision, a waiver of subrogation in favor of MKAF, its agents, employees and lender, an aggregate limit per location endorsement, a deletion of contractual liabilities exclusion for personal injury and advertising injury liability, and no modification that would make Licensee's policy excess or contributing with MKAF's liability insurance; (iii) casualty and liability insurance covering Licensee's Permitted Equipment and other personal property, throughout the Term of this Agreement, covering all risks of physical loss in forms of insurance available on the market in limits equal to the full replacement value thereof; and (iv) such other insurance as MKAF may reasonably require, including without limitation, insurance for the sale or consumption of alcohol.

C. All policies will be issued by carriers having ratings of Best's Insurance Guide A and VIII, or better, and admitted to engage in the business of insurance in the state of Florida. All policies must be endorsed to be primary and noncontributing with the policies of MKAF being excess, secondary and non-contributing. Any policy or endorsement form must be approved in advance by MKAF. No policy will be canceled, nonrenewed or materially modified without thirty (30) days prior written notice by insurance carrier to MKAF. Licensee must immediately notify MKAF in writing if any aggregate limit is reduced below seventy-five percent (75%) of the limit required by this Section because of losses paid. No policy will contain a deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000.00) without the prior written approval of MKAF. If the forms of policies, endorsements, certificates, or evidence of insurance required by this Section are superseded or discontinued, MKAF will have the right to require other equivalent or better forms.

All insurance policies of property insurance carried by Licensee in covering the Site, its contents, and the Permitted Equipment and other property in or on the Site will waive any right of the insurer to subrogation against MKAF to the extent permitted by law.

D. Evidence of the insurance coverage required to be maintained by Licensee under this Section, represented by certificates of insurance issued by the insurance carrier, must be furnished to MKAF least thirty (30) days prior to commencement of the Term. Copies of all endorsements required by this Section must accompany the certificates delivered to MKAF. The certificates will state the amounts of all deductibles and self-insured retentions and that MKAF will be notified in writing thirty (30) days prior to cancellation, change that makes a previously furnished certificate inaccurate, or non-renewal of insurance. If requested in writing by MKAF, Licensee will provide to MKAF a certified copy of any or all insurance policies or endorsements required by this Section.

E. All such policies shall name MKAF and their agents, employees and lenders as additional insureds. Licensee shall be solely responsible for payment of premiums for any insurance required of Licensee under this Agreement. Neither the minimum limits of any insurance

coverage required herein, nor the deductible allowed shall limit Licensee's liability herein. Licensee hereby holds MKAF harmless for Licensee's negligent or willful failure to carry insurance, or any termination of such insurance. MKAF shall in no way be liable for any such negligent or willful failure, lapse, or insufficiency of any such coverage.

· INDEMNIFICATION. Licensee shall hold harmless, indemnify and defend MKAF, its shareholders, partners, lenders, agents, and employees against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising from: (a) the use or occupancy of the Site by Licensee or any person claiming under Licensee; (b) any activity, work, or thing done or permitted by Licensee in the Site; (c) any acts, omissions, or negligence of Licensee or any person claiming under Licensee or the employees, agents, contractors, invitees, or visitors of Licensee or any such person; (d) any breach, violation, or nonperformance by Licensee or any person claiming under Licensee or the employees, agents, contractors, invitees, or visitors of Licensee or any such person of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Licensee, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Site under the express or implied invitation of Licensee. If any action or proceeding is brought against MKAF, its shareholders, partners, lenders, employees, or agents by reason of any such claim, Licensee, upon notice from MKAF, will defend the claim at Licensee's expense with counsel reasonably satisfactory to MKAF. The terms of this Section shall expressly survive the expiration or termination of this Agreement.

· WAIVER. Licensee waives and releases all claims against MKAF and its shareholders, partners, members, employees, and agents with respect to all matters for which MKAF has disclaimed liability pursuant to the provisions of this Agreement. MKAF and Licensee intend for Licensee's insurers to be solely responsible for Licensee's property losses, and therefore Licensee shall look solely to such insurance for any losses to the Permitted Equipment and other property. Accordingly, Licensee agrees that MKAF and its shareholders, partners, members, agents, and employees shall not be liable to Licensee for any loss, injury, death, or damage (including consequential damages) to the Permitted Equipment or any other property, or business in or on the Site occasioned or caused by any cause or for any reason whatsoever.

· ATTORNEY'S FEES AND COSTS. MKAF shall be entitled to recover all costs and expenses, including attorneys' fees, incurred by Foundation in enforcing this Agreement, whether or not a lawsuit is filed. In the event of any breach of or dispute under this Agreement, and such breach or dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action, process or proceeding, including, without limitation, reasonable attorney's fees whether incurred in pre-litigation, preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings, including, without limitation, proceedings to determine, obtain, and secure any entitlement to an award of attorney's fees, as well as the reasonable amount of same, contemplated under this Agreement. Licensee shall be entitled to receive all costs and reasonable attorneys' fees for any breach of this Agreement by MKAF under the same terms and conditions as MKAF may receive costs and expenses and attorneys' fees under this Agreement. Any litigation resulting from this Agreement shall be held exclusively in Okaloosa County, Florida.

· DEFAULT. Any of the following events shall be a default under this Agreement:

· Licensee's failure to pay the Reservation fee, License Fees or any other amount agreed to be paid herein, in whole or in part, by the time specified herein.

- Licensee's failure to observe and perform any other covenant, term, condition or agreement in this Agreement, or the occurrence of any event specifically designated as a default under this Agreement;
- The dissolution or liquidation of Licensee or disposal of all or substantially all of Licensee's assets used or related to Licensee's occupancy or use of the Site.
- Licensee's bankruptcy or insolvency.
- Licensee's vacation or abandonment of the Site or failure to make use of the Site at the commencement of the Term.
- Any default by any Guarantor(s) under any guaranties securing performance of this Agreement.

· REMEDIES. Upon the occurrence of an event of default or default by Licensee, MKAF may, at its option: (i) terminate this Agreement; (ii) pursue any remedies provided for herein; and/or (ii) pursue any other remedies available at law or equity, including without limitation, an action for removal of the Licensee from the Site. All rights and remedies conferred upon the parties in this Agreement shall be cumulative.

· COLLECTION. Any License Fees or other payments due to MKAF not paid when due shall be subject to interest at the lesser of eighteen percent (18%) per annum or the maximum amount allowable under Florida law, which shall accrue from the date an unpaid amount becomes past due and until such past due amounts are paid.

· NO PARTNERSHIP, NO JOINT VENTURE. Any intention to create a joint venture or partnership relationship between MKAF and Licensee herein or through the course of any conduct between such parties is hereby expressly disclaimed.

· NO BROKER. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Agreement, and the parties agree to indemnify the other against, and hold the other harmless from, all liabilities arising from any such claim, including, without limitation, all attorneys' fees and costs.

· NOTICES. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the party, or officer of the party, agent or attorney, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by posting on the Site, messenger, email, facsimile or telecopy, regular U.S. mail, overnight courier service or by overnight express mail, or if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Foundation: Mattie Kelly Arts Foundation, Inc.
 Attn: Demetrius Fuller
 4323 Commons Drive W.
 Destin, FL 32541

With copy to: Matthews & Jones, LLP
 4475 Legendary Drive
 Destin, Florida 32541

- APPLICABLE LAW; VENUE. This Agreement shall be subject to and interpreted in accordance with the laws of the state of Florida. All parties agree that the appropriate venue for any action arising out of this Agreement shall be exclusively in the Courts, in and for Okaloosa County, Florida.
- BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon MKAF, its successors and assigns, and shall inure to the benefit of and be binding upon Licensee and its successors and assigns that may be permitted by this Agreement.
- TIME OF ESSENCE. Time is of the essence in the performance of all terms, conditions, duties and obligations of this Agreement.
- COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, including signatures via facsimile or scan and email, and all of which shall constitute one and the same instrument. Signature of Licensee confirms receipt, review and agreement to the items contained in the Venue Rental Guide.
- SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- ENTIRE AGREEMENT. This Agreement and all exhibits attached hereto contain and represent the entire agreement of the parties with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the parties but not embodied herein shall be of any force and effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.
- SURVIVAL. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.
- FORCE MAJEURE. In the event that MKAF shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lockouts, weather conditions, breakdowns, accidents, casualties, acts of God, labor troubles, delays in performance by contractors, inability to procure materials, inability by the exercise of reasonable diligence to obtain supplies, parts, employees or necessary services, failure of power, governmental laws, orders or regulations, actions of governmental authorities, riots, insurrection, epidemics, pandemics, war or other causes beyond the reasonable control of such party or for any cause due to any act or neglect of another party or its servants, agents, employees, licensees, or any person claiming by, through or under such other party ("Force Majeure"), then MKAF shall not be liable or responsible for any such delays, and the doing and performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This provision shall include circumstances in which an Events and/or Licensee's use of the Site shall be prevented by the weather or other Force Majeure events. MKAF shall not be liable in any way for any Event or use of the Site by Licensee that is canceled because of a Force Majeure event. In such event, MKAF and the Licensee shall mutually agree on a new schedule for the Event.

· ASSIGNMENT. Licensee shall not (i) transfer, sublease or assign this Agreement for all or any part of the Site; (ii) grant a concession or license for any part of the Site; and (iii) if Licensee is not an individual, transfer any ownership interest or control of Licensee without the express prior written consent of MKAF, shall not be unreasonably withheld. Any attempt by Licensee to do any of the foregoing shall be void and shall confer no right upon any third party. MKAF shall be permitted to assign this Agreement in the event of a sale of the Site.

· MODIFICATIONS. This Agreement may not be modified, amended or altered without the express written consent of all parties hereto; which consent shall be in writing and signed by all the parties hereto.

· WAIVER OF JURY TRIAL: If any litigation arises out of or relating to this Agreement, the undersigned parties hereby KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

· RECORDING THIS AGREEMENT. Neither this Agreement nor any portion thereof shall be recorded in any public records by Licensee. If Licensee shall record or attempt to record this Agreement or any portion thereof, such act shall constitute a default hereunder, and MKAF shall be entitled to reimbursement of all its cost and expenses, including attorney's fees, incurred in removing this Agreement from the public records and the chain of title to the Site.

[SIGNATURES ON FOLLOWING PAGES]

Mattie Kelly Arts Foundation:

Mattie Kelly Arts Foundation, Inc.

Demetrius Fuller, CEO, MKAF

Date

LICENSEE:

Name

Date



Cultural Arts Village
4323 Commons Drive West, Destin, FL 32541
850-650-2226

VENUE GUIDE

LEASE INFORMATION

USER GROUP RATES

- *Tax-Exempt/ Non-Profit Rate:* A rate applied to non-profit corporations (501c3); charitable and civic organizations; arts groups; churches; schools; individuals; etc. Lessees who are not non-profit may qualify for a civic rate if at least 60% of the profit made is given to a legitimate charity. *Starting at \$1,750 per day*
- *Commercial Rate:* A rate applied to any individual or group whose primary objective is the making of a profit. *Starting at \$5,000 to \$7,500 per day*
- *Corporate Rate:* A rate applied to commercial Lessees for non-revenue producing events when no sales are made; orders taken; tickets sold; or admission charged. *\$5,000 per day*

RESERVATIONS

Reservations are tentative until lease agreement is executed by both parties and the reservation fee is paid.

LEASE AGREEMENT

Upon receipt, Lessee should submit signed agreement with deposit and any supporting documents as requested by Lessor to MKAF. Lease agreements do not cover any space or accommodations other than those listed in the document.

Load-in and load-out time is expected to be completed within the hours contracted. Additional time must be approved by MKAF and will be charged at the current rate.

Worksheets and a diagram of set-up (if applicable) must be filled out by the user and returned to the MKAF office no later than 30 days prior to the event. This is the means by which the staff is scheduled and determination is made as to the required needs of the booked event.

Should reservation for space be made less than thirty (30) days prior to event, full payment of fees for the rental, pre-determined services and equipment must accompany executed agreement and be delivered no later than the date indicated on the lease.

Lessees shall furnish 20 complimentary tickets to MKAF for contracted period.

DEPOSITS/CANCELLATIONS

Reservation fees are non-refundable. If an event is canceled, it may be rescheduled within 12 months of the contracted event date, based on availability.

PAYMENTS

All pre-determined fees, as outlined in lease, must be paid as indicated in the rental agreement. Unpaid fees are subject to a 18% penalty. Supplemental services and additional equipment or rental fees are charged at the conclusion of the event. Delinquent accounts are subject to late fees as outlined in facility lease.

The credit card authorization form attached to this agreement must be included with a valid credit card number at the time of signature and submittal. Any unpaid amounts due will be charged to this card upon the completion of your event unless MKAF is otherwise notified. A 3% administrative fee will apply to all credit card charges incurred.

INSURANCE REQUIREMENTS

MKAF requires that any event open to the public provide insurance in the amount of \$1,000,000 liability coverage per occurrence—aggregate of \$2,000,000. This can be in the form of a one day event insurance or by including the event as a rider on an existing insurance policy. The insurance policy must name the Mattie Kelly Arts Foundation as an additional insured and agree to hold Mattie Kelly Arts Foundation harmless and indemnify them for all occurrences during the event, including set-up and break-down days.

A policy or certificate of insurance must be delivered to the MKAF office at least 30 days prior to the event. Failure to provide proof of required insurance coverage will result in cancellation of event and loss of deposit. All lease agreements contain waivers of liability and should be reviewed thoroughly by Lessee.

USE GUIDELINES

The following represents the MKAF Cultural Arts Village use guidelines. Ultimate use of the Cultural Arts Village shall be governed by the lease agreement executed by Lessor and Lessee.

Mattie Kelly Cultural Arts Village is available for rental Sunday through Saturday from 9 a.m. to 10 p.m. Load in may commence at 7:00 a.m. with all equipment removal, cleaning and other activities completed by 11:59 p.m. and may be resumed the following day. No activity shall take place within the venue between 12 a.m. and 7 a.m. All musical acts or any other event with sound production must conclude by 10:00 p.m.

MKAF reserves the right, at any time; to order removed any persons, animals, furniture, fixtures, wiring, or other items, and to terminate the lease agreement without notice or liability. Lessee accepts the facility in good order and agrees to return it to the Lessor in the same condition, normal wear accepted. The Lessee will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the building upon the invitation of the Lessee, as well as damages caused to the building.

MKAF reserves the right to review any contracts between Lessees and other parties involved in the events. No portion of the leased facility may be sub-leased by the Lessee without the consent, in writing, of MKAF and Lessee may not use building for any purpose except as specified on the lease agreement.

If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders why there was no performance and will make refunds, as required.

Events will be required to pay the current rate for electricians and/or electrical services. The Lessee will also pay the cost of any additional electrical requirements.

The Lessee or his/her representative must remain at the Cultural Arts Village until the event is over and all participants; audience; equipment and/or property have been removed. MKAF must pre-approve any exceptions to this policy.

The Lessee is responsible for providing ticket sellers and additional ushers, as required by facility. If Lessee does not provide the personnel, they will be charged at the rate listed on the rate sheet. The approval of custodial or technical personnel should be arranged with MKAF prior to the event. These volunteers/employees would be subject to the following: approval by MKAF, knowledge of the Cultural Arts Village rules and ability to enforce the Cultural Arts Village use guidelines. The Lessee will arrange for all load-in and load-out personnel. MKAF is not available to assist with loading or unloading event equipment or materials.

MKAF will not furnish tools and materials. No nails, tacks, staples, brads, etc. may be driven into any portion of the Dugas Pavilion, restroom facility or other location within the Cultural Arts Village. No changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted. Use of tape on MKAF equipment or building structures is prohibited unless prior authorization by MKAF staff and only gaffer, spike or glow tape may be used.

No exhibit may be displayed around the Village or suspended from permanent structures or the Dugas Pavilion canopy without the permission of MKAF staff. Helium filled balloons are prohibited under canopy or on stage.

Furniture and/or equipment (this includes office equipment) may not to be moved by anyone except venue personnel and may not to be used without the consent of MKAF. Anyone found abusing, destroying or removing MKAF property will be barred from the premises.

The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

No pamphlets, inserts, advertising matter, political handbills or like may be distributed at the Cultural Arts Village without the consent of MKAF. Pickets and solicitors are prohibited on MKAF property.

The use of drones are strictly prohibited unless approved by MKAF.

Lessee is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and MKAF will not be responsible for any freight shipped to or from the Cultural Arts Village.

Animals may not be brought into the MKAF Cultural Art Village without the express consent of MKAF. Dogs are prohibited at any event held at the Cultural Arts Village with the exception of service dogs.

MKAF assumes no responsibility for items left by users or lost and found items. MKAF reserves the right to remove all property remaining at the venue after the contracted time has lapsed or to charge the Lessee \$100.00 for the first day and \$25.00 each additional day up to 30 days for removal. Property will be disposed of at the discretion of MKAF.

Nothing contained in the lease agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Okaloosa County or City of Destin, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties.

SECURITY REQUIREMENTS

Security is mandatory for all events held at the Mattie Kelly Cultural Arts Village. MKAF will charge Lessee \$50 per hour per each 1,000 attendees to secure an off-duty Okaloosa County Sheriff's Office deputy*. Security will begin 30 minutes prior to official event start time and end one hour after the official event end time. If additional or overnight security is required by the Lessee or any of its vendors, the Lessee is responsible for all arrangements and payments for that additional security. MKAF will require proof that the hired security is licensed and bonded.

*Please note that if the Sheriff's Office recommends additional security personnel based on the event parameters given, MKAF will follow that recommendation, at the expense of the Lessee.

FOOD SERVICE

MKAF reserves all food service to MKAF approved vendors, including but not limited to food and beverages. No food or other edibles or drinks may be served or given away in or on the grounds by the Lessee unless authorized by MKAF. Alcoholic beverage permits may be pulled by non-profit entities only with that permit holder responsible for all alcohol sales. Lessee will be required to cover all purchase costs of the alcohol sold, unless donated. MKAF requires a 60/40 split of profit from alcohol sales. 60% to Lessee/ 40% to MKAF.

All food and beverages must comply with all state and local health codes. This includes but is not limited to concessions, cook-offs, benefit plates, and vendors. Any persons handling open food and/or beverage items must possess a valid Food Handlers Permit. Permits must be present at any time while handling food and/or beverages. Food Handler Permits may be obtained by contacting the Florida Department of Business & Professional Regulation. Pre-packaged food and drink are exempt from the Food Handlers Permit requirement. Potable water or self-contained hand washing station must be available.

CLEANING & TRASH REMOVAL

MKAF will provide clean and stocked restroom facilities beginning first day of contract. Additional janitorial services during or after the event, as required, will be billed to the Lessee at the prevailing rates. The lessee is responsible for providing trash receptacles throughout the event especially in high traffic areas. Lessee may rent trash receptacles from MKAF or outside vendor. The Lessee is responsible for facility removal of all trash generated by the event.

PARKING

Venue parking includes 168 on-site grass parking spaces. Adequate parking must be provided for expected number of guests and participants. If parking needs exceed on-site capacity, MKAF can assist with adjacent property owner, Destin High School, for additional parking needs based on availability, added insurance coverage and a nominal fee.

PROMOTIONS/ADVERTISING

Promotions/advertising and announcements shall not be made public prior to approval of MKAF. Tickets will not be sold prior to approval of the contract. The Lessee and/or promoter shall comply with all MKAF brand standards. The name "Mattie Kelly Arts Foundation" must appear in the credits of all onsite events.

PERSONS WITH DISABILITIES

MKAF complies with the Americans with Disabilities Act of 1990 Public Law 101-336 (ADA), which prohibits discrimination on the basis of a disability, be denied the benefits of services, programs, activities, or employment. For specific physical or service accessibility needs, please notify MKAF in order to reasonably accommodate any special needs or requests.

The MKAF Cultural Arts Village is accessible to person with disabilities. There is designated parking near the MKAF offices/Cultural Arts Village entrance and a sidewalk that leads to the Dugas Pavilion and restrooms. Lessees may establish a designated area for persons with disabilities near the stage. Lessees should be aware that the grass venue may pose limitations for persons in wheelchairs.

WEATHER POLICY

As an outdoor venue, there is no guarantee against inclement weather. No refunds will be given for event cancellations due to the weather and may be rescheduled within 12 months of contracted date, based on availability.

EVENT PERMITS

The City of Destin and/or Okaloosa County may require an event permit for organized public gatherings. For more information about City of Destin or Okaloosa County event permits, please call the City of Destin Planning Division at (850) 837-4242 Ext. 3123 or Okaloosa County Public Works Department at (850) 689-5084.

SAFETY REQUIREMENTS

All capacity limits will be enforced. The Lessee must not sell tickets in excess of venue capacity for specified layout. The Lessor reserves the rights to monitor the attendance and to limit the admission, should the venue reach capacity.

No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the venue. No fireworks, gasoline, explosives, oils or artificial lights are permitted on the grounds without the consent of MKAF staff. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited.

The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced. Fire lanes must remain open at all times. Bus and truck parking will be limited to designated areas. Lessee shall adhere to all laws and/or ordinances, rules and regulations of any governmental agency.

TECHNICAL POLICY

Events needing special lighting or audio set-ups, hanging of drops will need technicians. Only authorized technicians will operate within Cultural Arts Village.

The use of any apparatus to fly, hang, rig, etc. a performer must be pre-approved by MKAF and a technical director.

If the Lessee has major technical and/or set-up needs, the size of the crew will be based on needs and time restraints of each given event. Please consider this with your venue rental time, including load-in/out, rehearsals, and performance.

Lessee agrees to restore the venue to the same condition as it was at the time of occupying the

Cultural Arts Village unless MKAF notifies Lessee that such restoration is unnecessary.

Lessees should not assume anything about the state of the venue prior to the rental. Numerous Lessees use this space and many rent or provide supplemental production.

Technical questions regarding the venue will be directed to MKAF or approved vendors. Needs should be outlined as early as possible prior to the event.

All Mattie Kelly Cultural Arts Village rules and requirements are subject to the discretion of the City of Destin. The City reserves the right to modify or waive any rules it deems necessary and in the best interest of the City.

Failure to comply with the rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits and forfeiture of the right to use the Mattie Kelly Cultural Arts Village in the future. Permits and lease agreement are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.



Cultural Arts Village
 4323 Commons Drive West, Destin, FL 32541
 850-650-2226

Facility Rental Rates 2023

Rental Classification:

- Type A** Tax Exempt and Not-For-Profit Organizations
(Documentation to verify tax exempt status is required)
- Type B** For-Profit Organizations, Commercial Agency, or Private Enterprise
- Type C** Corporate Organizations

Mattie Kelly Arts Foundation reserves the right to waive or reduce rental fees at their discretion. Special event rates will be handled on a case-by-case basis.

Type A Rates	Type B Rates	Type C Rates
\$1,750 + per day	\$5,000 – 7,500 per day	\$5,000 + per day

All rentals incur a \$500.00 non-refundable reservation fee that is in addition to the venue fee.

Additional Services and Equipment:

Rate:

House Manager	\$35 per hour (minimum 4 hrs)
Security (1 officer per 1,000 attendees)	\$50 per hour (minimum 4 hrs)
Custodial/Set up & tear down	\$50 per hour
Trash Can Rental (no liners provided)	\$125/per 10 cans
Trash Disposal	\$150 – \$350 avg
Bathroom Cleaning/Stocking	\$250
Green room/ interior bathrooms	\$750 (includes cleaning fee)
Tables	\$25/each
Chairs	\$15/10
Barrier fencing	\$125 per 8 pieces

Please note additional fees may be assessed on holidays and weekends.



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Mattie Kelly Arts Foundation Appendix to Facility Rental Rates (FRR)

Lessee Organization: _____

Main Contact Name: _____

Phone: _____ Email: _____

Mailing Address: _____

Is Organization Tax-Exempt? Yes No

If Tax Exempt, Was Florida Consumer's Certificate of Exemption Provided? Yes No

Do You Agree to Abide By All Rules in Leasing Guide? Yes No

Name of the Event: _____

Event Dates: _____

Additional Dates Needed For Set-up & Breakdown: _____

Is This Event Open To Public? Yes No

Posted Event Hours: _____

All Hours Expected To Be On Property (Inclusive of Set-up & Breakdown): _____

Total Facility Rental Fee	\$
\$35/Hour Fee for each MKAF On-Site Representative (required)	\$
\$50/Hour Fee for Security Per Each 1,000 Attendees (required) Security will begin 30 minutes before event begins and end 1 hour after event ends	\$
6.5% Tax On Rental Fee (Waived with Florida Consumer's Certificate of Exemption)	\$
Reservation Fee (non refundable)	\$500
Optional Rental Items	
Up to twenty 55-Gallon Trash Cans without Liners: \$125/per 10 cans	\$
6-Foot White Barricade Fencing: \$125 per 8 pieces	\$
Bathroom Cleaning/Restocking: \$250/Day	\$
Item Storage (If Space Is Available) On Days Not In Lease Agreement: \$250/Day	\$
Trash Removal: \$150 - \$350	\$
Custodial/Set up & tear down: \$50/Hour	\$
Total Amount Due	\$

Please note that dollar amounts above are subject to change, if hours/days for event, set-up and/or breakdown change from those listed above or if optional items are added to rental after contract is executed.

Important Dates

50% Rental Fee of \$ _____ Due: _____

Balance of Rental Fee & Any Other Fees \$ _____ Due: _____

Reservation fee is due upon receipt of signed contract

Lessee Printed Name: _____

Lessee Signature: _____

Date: _____

MKAF Representative

Printed Name: _____

MKAF Representative

Signature: _____

Date: _____



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850-650-2226

Mattie Kelly Arts Foundation Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

CREDIT CARD INFORMATION

Card Type: MasterCard VISA Discover AMEX Other _____

Cardholder Name: _____

Card Number: _____

Expiration (mm/yy): _____ Security Code: _____

Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize _____ to charge my credit card above for agreed upon purchases.

Signature: _____ Date: _____

The Mattie Kelly Arts Foundation is a 501(c) 3 not-for-profit organization and contributions are tax deductible to the extent of the law. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling 1-800-HELP-FLA within the state. Registration does not imply endorsement, approval or recommendation by the State.

CULTURAL ARTS VILLAGE

