

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: December 15, 2015

Agenda Item 3

REQUESTED CRA BOARD ACTION:

Resolution(s)     Consideration     Approval     Other

SHORT TITLE    A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE FORM OF APPLICATION AND FACILITIES USE AGREEMENT, RULES AND REGULATIONS AND THE FEE SCHEDULE FOR THE ALI CULTURAL ARTS CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

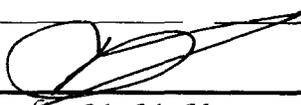
A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE FORM OF LEASE, RULES AND REGULATIONS AND THE FEE SCHEDULE FOR THE BAILEY AND AUTHORIZING THE PROPER OFFICIALS TO SIGN LEASES FOR SPACE AT THE BAILEY; PROVIDING AND EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary of Purpose and Why:**

In July 2015, the CRA Board approved RMA Work Authorization #8 for Cultural Arts Facilities Management of The Ali Cultural Arts Center (The Ali) and The Bailey. All management duties including financial monitoring, facility operations and maintenance, leasing activities and cultural arts programming were brought in house and are managed by RMA/CRA staff. In connection with the management duties, staff proposes the attached documents for CRA Board approval for use at The Ali and The Bailey.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: CRA staff
- (2) Primary staff contact: Nguyen Tran  Ext. 7769
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
<input checked="" type="checkbox"/> CRA Executive Director			
<input checked="" type="checkbox"/> CRA Attorney			<u>Claudia M. McKenna</u>
<input checked="" type="checkbox"/> Finance Director			

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: <u>2015-81: Approved</u>	Results: _____	Results: _____
_____	_____	_____

# CRA

POMPANO BEACH

P. O. Drawer 1300  
Pompano Beach, FL 33061

Phone: (954) 786-5535  
Fax: (954) 786-7836

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## MEMORANDUM

**Date:** December 9, 2015

**To:** CRA Board

**Thru:** Chris Brown, CRA Co-Executive Director  
Kim Briesemeister, CRA Co-Executive Director

**From:** Nguyen Tran, Northwest CRA Director 

**Subject:** Approval of the Form of Application and Facilities Use Agreement, Rules and Regulations and the Fee Schedule for the Ali Cultural Arts Center; and, Approval of the Form of Lease, Rules and Regulations and the Fee Schedule for the Bailey.

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### Background

In July 2015, the CRA Board approved RMA Work Authorization #8 for Cultural Arts Facilities Management of The Ali and The Bailey and the contract with CCC was terminated. With the recent completion of The Ali renovation activities, CRA staff has been working closely with City Staff to streamline the financial monitoring and bring all operating revenue and expenses in house to be managed by CRA and City Finance staff. In addition, facility operations and maintenance was also brought in house and managed by CRA staff.

In connection with the management of these two cultural facilities, CRA staff proposes an Application and Facilities Use Agreement, the incorporation of Rules and Regulations with a proposed Fee Schedule for The Ali. With respect to The Bailey, CRA staff proposes a Form Lease, incorporation of Rules and Regulations with a proposed Fee Schedule. In addition, a Membership Program document was drafted which outlines the different membership levels and benefits which would provide support to enable the CRA to fulfill the missions of both facilities.

CRA Staff recommends approval.

RESOLUTION NO. \_\_\_\_\_

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE FORM OF APPLICATION AND FACILITIES USE AGREEMENT, RULES AND REGULATIONS AND THE FEE SCHEDULE FOR THE ALI CULTURAL ARTS CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, The Ali Cultural Arts Center (The Ali) provides space for holding private events, meetings, lectures, seminars, classes and other functions consistent with The Ali’s mission; and

WHEREAS, a proposed form of Application and Facilities Use Agreement, which includes the rules and regulations applicable to The Ali, is attached to this Resolution as Exhibit “A;” and

WHEREAS, a proposed fee schedule for private events at The Ali is attached to this Resolution as “Exhibit B.”

**NOW THEREFORE, BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The form Application and Facilities Use Agreement (the Agreement) and the rules and regulations incorporated within the Agreement, are hereby approved in form substantially similar to the Agreement attached to this Resolution as Exhibit “A.”

**SECTION 2.** The fee schedule attached to this Resolution as Exhibit “B” is hereby approved.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2015.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**MARGARET GALLAGHER, SECRETARY**



## THE ALI CULTURAL ARTS CENTER

353 Dr. Martin Luther King, Jr. Boulevard  
Pompano Beach, FL 33060

### APPLICATION AND FACILITIES USE AGREEMENT

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#### MISSION

The mission of The Ali Cultural Arts Center is to celebrate the history and culture of the African American community in Pompano Beach and to enhance local access to cultural activities, with a focus on dance, music and the spoken word.

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#### FACILITIES & EQUIPMENT

The Ali Cultural Arts Center (The Ali) is owned and operated by the Pompano Beach Community Redevelopment Agency (CRA). The Ali holds events sponsored by the CRA and the City of Pompano Beach (the City) that foster the mission of The Ali. In addition, The Ali is available for rent for private events, including weddings and other celebratory functions. Rental of The Ali for meetings, seminars and other educational activities is available, provided such activities are consistent with The Ali mission. Please note that the Ali is a limited public forum, and as such, the general public only has access to spaces that are not being rented or programmed.

The Ali interior facilities include a greeting area, common rooms, private offices, conference rooms, open gallery areas, sound booth, catering kitchen and restrooms. The exterior facilities include a courtyard, outdoor stage and green room, 60 parking spaces and aluminum picket fencing surrounding the courtyard. Overflow parking can be accommodated at vacant land beside and across from The Ali, owned by the Pompano Beach Community Redevelopment Agency (the CRA).

#### *First Floor*

##### Multi-Purpose Room

Capacity:	sit-down or lecture	40
Capacity:	performing arts class	20-30
Capacity:	children/youth oriented event	25

Small Multi-Purpose Room (labeled Gallery 2)  
(no door, may only be used  
as a gallery when the Multi-Purpose Room is in use)

Capacity:	sit-down or lecture	20
Capacity:	performing arts class	10-15

## ***Second Floor***

Multi-Purpose Room (labeled Gallery)  
(Second floor off Elevator, no door)

Capacity:	sit-down or lecture	30
Capacity:	performing arts class	20

### Conference Room

Capacity:	sit-down or lecture	20
Capacity:	performing arts class	10-15

## ***Outside***

Courtyard  
(includes concession space and stage)

Capacity:	seated at 60" round tables	100
Capacity:	auditorium style seating	250

Common areas located in The Ali are not available for rent and can only be used for entrance and or exit to and from the event. Approved event activities, including ticket sales, registration table or other activities are restricted to the spaces rented.

Rental fees include The Ali facilities only. Along with the rental of The Ali facilities, the following equipment is available for additional rental fees:

120 folding chairs  
3 Bistro style tables

Please refer to the Facility Rental Rates for The Ali for rental pricing of the sound system and backline.

All activities associated with the event, including decorating, set-up, breakdown, serving, food preparation, clean-up, are the sole responsibility of the applicant.

Set-up and break-down assistance by The Ali onsite staff is available for an additional rental fee.

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## FACILITY RENTAL HOURS

The Ali is available for rental during specified periods of time throughout the year. The Ali is pre-reserved each year for events produced by the CRA or the City of Pompano Beach (the City). Please check with The Ali onsite staff for general availability. Use of The Ali is limited to two times per month, unless the event receives the prior written approval of The Ali as a qualified recurring event. Availability is subject to change at the discretion of the CRA. All events will begin and end at specified times according to this Application and Facilities Use Agreement (the Agreement). The applicant will be responsible to ensure that the event ends on time. Additional fees will be assessed for failure to vacate the facility within the scheduled time.

Viewing The Ali facility is by appointment only. Please call (954) 786-7876 or email [info@aliarts.org](mailto:info@aliarts.org).

Office Hours:	Tuesday-Friday	11:00 am to 7:00 pm
	Saturday	11:00 am to 4:00 pm

The Ali is closed on holidays and is not available for rental without prior written approval of The Ali.

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## FACILITY USAGE GUIDELINES

Applicants must be 21 years of age.

Applications are approved on a first-come, first-served basis; availability is always subject to CRA and City events; priority is also given to events that promote The Ali mission.

Pompano Beach residents and non-profit organizations may rent The Ali for private functions; proof of residency or not-for-profit status is required. A non-profit organization is defined as a qualified 501(c)(3) corporation.

Non-residents and for-profit businesses may rent The Ali at the non-residential rental rates; non-resident functions are subject to availability after CRA, City and resident/not-for-profit functions are considered.

A completed application may be delivered to The Ali or emailed to [info@aliarts.org](mailto:info@aliarts.org)

A meeting may be required prior to approval to discuss the reservation request.

### **APPLICATION FEE:**

A fifty (\$50) dollar non-refundable application fee is required at the time of application.

### **SECURITY DEPOSIT FEE:**

The amount of the security deposit depends on The Ali facilities reserved by the applicant and is described on The Ali fee schedule approved by resolution of the CRA from time to time. A security deposit in the applicable amount will be required to be paid not less than 30 days prior to the date of the event. The security deposit shall secure the applicant's obligation to repair any damage to The Ali or CRA property. The

applicant is responsible to leave The Ali and all CRA property in its original condition prior to the event. Any costs to the CRA for clean-up or repair of damage caused by the event will be deducted from the security deposit. Any remaining security deposit will be refundable 30 days after the event.

A pre-event and post-event walkthrough will be conducted by The Ali onsite staff with the applicant. The cost of any and all damage to the premises or the equipment and rules violations will be deducted from the security deposit. Examples of damage and/or rules violations that will result in deduction from the security deposit include: floor and/or carpet stains; stains on walls; broken or missing furniture and/or equipment; defacement of any part of the interior or exterior of the building; damage created by improper use of equipment or non-compliance of facility rules; unauthorized use of the kitchen or other spaces at The Ali; unauthorized extension of event hours; improper storage of equipment; failure to properly clean the kitchen and other facilities used for the event.

**RENTAL FEE DEPOSIT:**

50% of the rental fee is due upon approval of this application. The deposit must be received for the event to be placed on The Ali calendar. The rental fee includes the facility rental and all fees for additional services such as equipment rentals, onsite staffing assistance, etc.

**FULL PAYMENT:**

The 50% balance due must be paid one week prior to the event. Failure to make final payment will result in event cancellation.

**SALES TAX:**

Florida state sales tax will be charged on the rental fee. Non-profit organizations must present their non-profit status form, and tax exempt organizations must present their tax exempt certificate when completing this application.

**SECURITY FEE:**

The applicant may be required to hire the Broward County Sheriff's Office or other CRA-approved security provider based on the use of The Ali, the anticipated duration of the event including set-up and breakdown time, the number of people anticipated to be in attendance, the activities to occur at the event, whether food will be prepared and served, whether alcohol is served and any other factor related to the security of The Ali and surrounding areas.

**CANCELLATIONS:**

In the event of a cancellation more than 60 days prior to the event date, the applicant will receive a full refund of the rental fee, less an administrative fee of 20% of the rental fee or \$20, whichever is greater.

If a cancellation is made more than 30 days but less than 59 days prior to the event, the applicant will receive a 50% refund of the rental fee, less an administrative fee of 20% of the rental fee or \$20, whichever is greater.

No refund will be given if less than 30 days' notice of the cancellation is given.

The event may be rescheduled one time if the applicant contacts The Ali in writing at least 90 days prior to the original event date and provided the alternate date is available. Rescheduling requires a non-refundable payment in full of all rental fees at the time of rescheduling.

If an event is scheduled less than 30 days prior to the event date, full payment of the rental fee must be made and the rental fee is not subject to a refund.

**Emergencies:** The Ali reserves the right to cancel or reschedule an event at any time, with or without prior notice due to circumstances for which it has no control, such as weather. If a facility rental must be cancelled due to an emergency, the applicant may reschedule the event at no additional charge, or may qualify for a full refund of the rental fee.

**INSURANCE:**

The applicant is required to provide the types and amounts of general liability insurance identified in The Ali fee schedule, naming the CRA as an additional insured.

**LOGISTICS AND SAFETY REVIEW:**

All events are subject to logistics and safety review by The Ali onsite staff, law enforcement, fire rescue, public works, building, zoning and risk management. The applicant shall provide a floor plan and event timeline no later than six (6) weeks prior to an outdoor event. If the event is an interior rental, then the applicant shall provide the event timeline no later than 14 days prior to the indoor event.

**VENDORS:**

A list of all vendors participating in the event, including contact information shall be provided at least one week prior to the event date. All agreements with caterers, entertainers, photographers, and other vendors are the sole responsibility of the applicant. All vendors providing service to the applicant in The Ali must be properly licensed, including a current business tax receipt and proper insurance coverage. The applicant's vendors shall provide sufficient proof of licensing and insurance upon request.

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**RULES AND REGULATIONS**

The following rules and regulations have been established by the Pompano Beach Community Redevelopment Agency (the CRA) for the benefit of all artists and guests of The Ali. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of The Ali. All Applicants and their guests shall comply with the rules and regulations as follows:

**ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES:**

Changes affecting the appearance of the exterior of The Ali, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of the CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of The Ali shall require the prior written approval of the CRA. Except for normal hanging of artwork on walls, no person shall mark, drill into, or in any way injure, deface, or

damage any wall, ceiling, door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

**ALCOHOL:**

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at the event, liquor liability insurance will be required according to The Ali fee schedule. The CRA reserves the right to discontinue the service of alcohol at any time during an event.

**APPLICATIONS/PAYMENT:**

Reservations are required at least thirty (30) days prior to the event and may be made up to one (1) year advance. All evidence of residency and non-profit status must be submitted along with the application.

**CHILD CARE:**

Any events that provide child care or child instruction at The Ali must provide approved background checks for ALL personnel that will be responsible for child care or instruction

**CRA RESERVATION OF RIGHTS:**

The CRA reserves the right to refuse use of The Ali and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with The Ali mission or not in the best public interest.

**CLEANING:**

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in The Ali loading area for trash/garbage disposal.

**COMPLAINTS:**

Complaints of violations of these rules should be made to The Ali onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist's guests for any non-observance of rules, regulations, and conditions on the part of other persons.

**CONSENT REVOCABLE:**

The CRA reserves the right to reject any prior written approval in the best interest of The Ali.

**DECORATIONS:**

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of The Ali. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Contained votive candles may be

allowed with the prior written approval of The Ali. No decoration of The Ali common areas is allowed.

Common area furniture may not be moved without the prior written approval of The Ali.

Storage facilities are not available for the applicant's use.

All items **must** be out of The Ali at the conclusion of the event. Should any items be left behind, the CRA will charge the applicant for every hour that the items remain at The Ali.

**DELIVERIES:**

Artist shall notify The Ali onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 6:00 p.m. All tradesmen must be licensed and insured.

**EMERGENCIES:**

In the case of emergency involving the facilities, contact The Ali onsite staff. The emergency phone numbers are posted on the bulletin board in the kitchen. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Ali has no storage facilities available for use during these events.

**ENFORCEMENT:**

The Ali onsite staff shall have the authority to enforce all rules and regulations governing use of The Ali. Lack of cooperation by the applicant and/or the applicant's guests may result in closing the event and/or contacting security (BSO or private).

Any person who destroys or steals property of The Ali will be held personally liable for repairs and replacement of such property and will be required to leave the event. Such destruction or theft may be prosecuted to the fullest extent of the law.

**FEES/CONTRIBUTIONS:**

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of The Ali. This provision does not apply to CRA and City sponsored events.

**FIRE ALARM/SPRINKLER SYSTEM**

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs which result.

**GAMBLING:**

Gambling activity is prohibited in The Ali, except as such activity may be permitted by Florida law.

**HOURS OF OPERATION:**

The Ali will be open to the public during regular hours of operation:  
Tuesday-Friday                      11:00 am to 7:00 pm

Saturday

11:00 am to 4:00 pm

**KITCHEN USE:**

The applicant is responsible for providing all food preparation, serving dishes, linens, plates, utensils and other items required for food service at the event. The kitchen and its contents must be left in the same condition in which it was found. No cooking is permitted in The Ali. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of The Ali. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval.

**LAWS AND REGULATIONS:**

The applicant shall comply with all local, state and federal laws that may govern the event. Chapter 98 of the City Code of Ordinances (the Code) regulates public events that occur within the City and the circumstances for which a City public event permit is required.

**LIMITED USE:**

Use of The Ali is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within The Ali that is approved and paid for. There may be more than one function, party or event taking place in The Ali. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

**LITTERING AND TRASH DISPOSAL:** Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Ali onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway.

**LOADING:**

Loading will take place through the gated loading area located near the east end of the parking lot. The front door and the courtyard gates on MLK Blvd. may not be used for loading or deliveries for events. Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of The Ali.

**MAINTENANCE OF THE COMMON AREA:**

Improvements and maintenance of the common area shall be done only by The Ali onsite staff or the CRA.

**MISREPRESENTATIONS:**

The Ali reserves the right to withhold all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations

include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

**NOISE AND NON-DISTURBANCE:**

No person shall make or permit any loud noise or disturbance of any kind within The Ali, produce objectionable odors, or interfere with the rights, comforts, or convenience of other guests. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other Applicants and guests of The Ali.

**PARKING:**

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the application may not be approved.

**PERMITS:**

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses.

**PERSONAL PROPERTY:**

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant's event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

**PETS:**

No pets are allowed in The Ali, except registered service animals wearing proper identification.

**POLITICAL ACTIVITIES:**

Political fundraisers and distribution of candidate or other political literature is prohibited.

**PROGRAMMING FOR PUBLIC EVENTS:**

Educational programming for concerts and other events open to the general public is limited to the following areas, in accordance with the Pompano Beach Cultural Arts Master Plan: music; film; theater; dance; public art; and, arts education.

**RECURRING EVENTS:**

The Ali may be rented for recurring events, such as a dance, acting, music or other type of performing arts class, subject to prior written approval of The Ali. Fees for such rentals are included in The Ali fee schedule. Recurring events may be moved without notice to another meeting space at The Ali at the discretion of The Ali.

**SMOKING:**

In compliance with the Florida Clean Indoor Act, Sec. 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. **SMOKING IS PROHIBITED** in The Ali and its adjacent facilities, including the courtyard and all parking areas.

**SUPERVISION:**

All children under the age of 16 must be supervised by an adult during the time in which they are at The Ali. The applicant shall be responsible for ensuring that the applicant's vendors and guests comply with the rules and regulations governing use of The Ali. Any vendor or guest determined to be non-compliant is subject to removal from the event.

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### FEES

Rental of The Ali facilities and equipment is subject to fees for the facility, equipment, onsite staff services, and security. The fee schedule is approved by resolution of the CRA from time to time and is available at The Ali and on The Ali website.

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### APPLICATION

This application is the initial step in reserving space at The Ali. Requests will be reviewed in the order in which they are received by The Ali. The contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least 30 days in advance of your event and not longer than 12 months from the event date, along with the non-refundable \$50 application fee.

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### CONTACT INFORMATION

#### APPLICATION CONTACT INFORMATION

Please select which applies:

Resident of Pompano Beach: \_\_\_\_\_ Non-resident: \_\_\_\_\_

Not for profit organization: \_\_\_\_\_ For Profit organization: \_\_\_\_\_

Applicant: \_\_\_\_\_

***Resident/Non-Resident/Organization/Corporation***

Applicant Name: \_\_\_\_\_

***Responsible Party***

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Onsite coordinator who will be responsible for pre and post walk-through who will be present all times during setup, breakdown and actual event and is responsible for the actions of all guests, vendors and agents:

Contact: \_\_\_\_\_

***Onsite Coordinator or Representative***

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

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**EVENT INFORMATION**

**EVENT INFORMATION**

Please check which best describes your event:

Party: \_\_\_\_\_ Wedding: \_\_\_\_\_ Banquet: \_\_\_\_\_ Meeting/Seminar: \_\_\_\_\_ Arts/Cultural  
Classes \_\_\_\_\_ Other: \_\_\_\_\_

If classes or other, please describe: \_\_\_\_\_

Event to be listed as: \_\_\_\_\_

**REQUESTED DATES:**

First Choice

Event begins on: \_\_\_\_\_  
*Day* *Date*

Event ends on: \_\_\_\_\_  
Event ends on: \_\_\_\_\_  
*Day* *Date*

Second Choice

Event begins on: \_\_\_\_\_  
*Day* *Date*

Event ends on: \_\_\_\_\_  
Event ends on: \_\_\_\_\_  
*Day* *Date*

What time will your event start? \_\_\_\_\_ *AM / PM*

What time will your event end? \_\_\_\_\_ *AM / PM*

What time will you need access to the Ali for setup? \_\_\_\_\_ *AM / PM*

What time will your breakdown and clean-up end? \_\_\_\_\_ *AM / PM*

What is your anticipated attendance? \_\_\_\_\_

**ADDITIONAL INFORMATION**

Will alcohol be served at your event? \_\_\_\_\_ YES/NO

If yes, State and local laws apply with regards to alcohol consumption.

Will alcohol be sold at your event? \_\_\_\_\_ YES/NO

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 30 days in advance of the event.

Will food be served at your event? \_\_\_\_\_ YES/NO

Will food be sold at your event? \_\_\_\_\_ YES/NO

Will you be charging admission or selling tickets to your event? \_\_\_\_\_ YES/NO

Will there be any rental equipment at your event? \_\_\_\_\_ YES/NO

Will there be A/V or other electronic equipment at your event? \_\_\_\_\_ YES/NO

Will there be live entertainment at your event? \_\_\_\_\_ YES/NO

Will there be decorations other than free standing or tabletop? \_\_\_\_\_ YES/NO

If alcohol is sold at your event, proper documentation and licenses must be provided to the Ali at least 60 days in advance of your event.

If any rental equipment is brought into your event, a floor plan must be provided to the Ali for approval at least 45 days in advance of your event.

Excluding table top décor, all other decoration must be detailed in a floor plan for approval by the Ali at least 45 days prior to your event.

The name and telephone number of all vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the City at least 60 days in advance of your event, along with any required licenses, permits, etc. Valet service, delivery trucks, catering vans, etc. must utilize metered parking.

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## FACILITIES USE AGREEMENT

**I have received and read this Application and Facilities Use Agreement, and the included event guidelines and the rules and regulations for use of The Ali; I understand and agree to all the terms and conditions for use of The Ali; I am aware that if any of these rules and regulations is violated, I will be charged accordingly and such violations will be strictly enforced. I understand and agree that I shall be and will remain solely and fully responsible for compliance with all the terms and conditions of this Application and Facilities Use Agreement, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of The Ali as provided herein. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.**

**In consideration of the opportunity afforded the Applicant to use The Ali for the event described in this Application and Facilities Use Agreement, the Applicant does freely agree to make the following contractual representations and agreements.**

**Applicant agrees to indemnify, defend and hold harmless the Pompano Beach Community Redevelopment Agency, its officers, agents, employees, and volunteers (the CRA) and the City of Pompano Beach, its officers, agents, employees, and volunteers (the City), from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the use by Applicant of The Ali and resulting or accruing from any error, omission, conduct or negligent act of the Applicant in connection with the use by Applicant of The Ali. Further, Applicant hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of the use of The Ali and agrees to release, waive, discharge, and covenant not to sue the CRA or the City, or its respective officers, agents, employees, and volunteers for any and all liability or claims that may be sustained by the Applicant or a third party directly or indirectly in connection with, or arising out of, the Applicant's use of The Ali, whether caused in whole or in part by the negligence of the CRA or the City or otherwise.**

**By signing, Applicant agrees to have read the complete Application and Facilities Use Agreement, and fully understands the terms and understands that the Applicant has given up substantial rights by signing this Application and Facilities Use Agreement, and has signed it freely without any inducement or assurance of any nature and intends this to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agrees that if any portion of this Application and Facilities Use Agreement is held invalid, the balance shall continue in full force and effect.**

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

Please return the completed Application and Facilities Use Agreement with the \$50 non-refundable application fee to:

The Ali Cultural Arts Center  
353 Dr. Martin Luther King, Jr. Boulevard  
Pompano Beach, FL 33060  
Phone (954) 786-7876  
Email: [info@aliarts.org](mailto:info@aliarts.org)

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**FOR OFFICE USE ONLY**

**FOR OFFICE USE ONLY** Application reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Notes: \_\_\_\_\_

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# Ali Cultural Arts Center

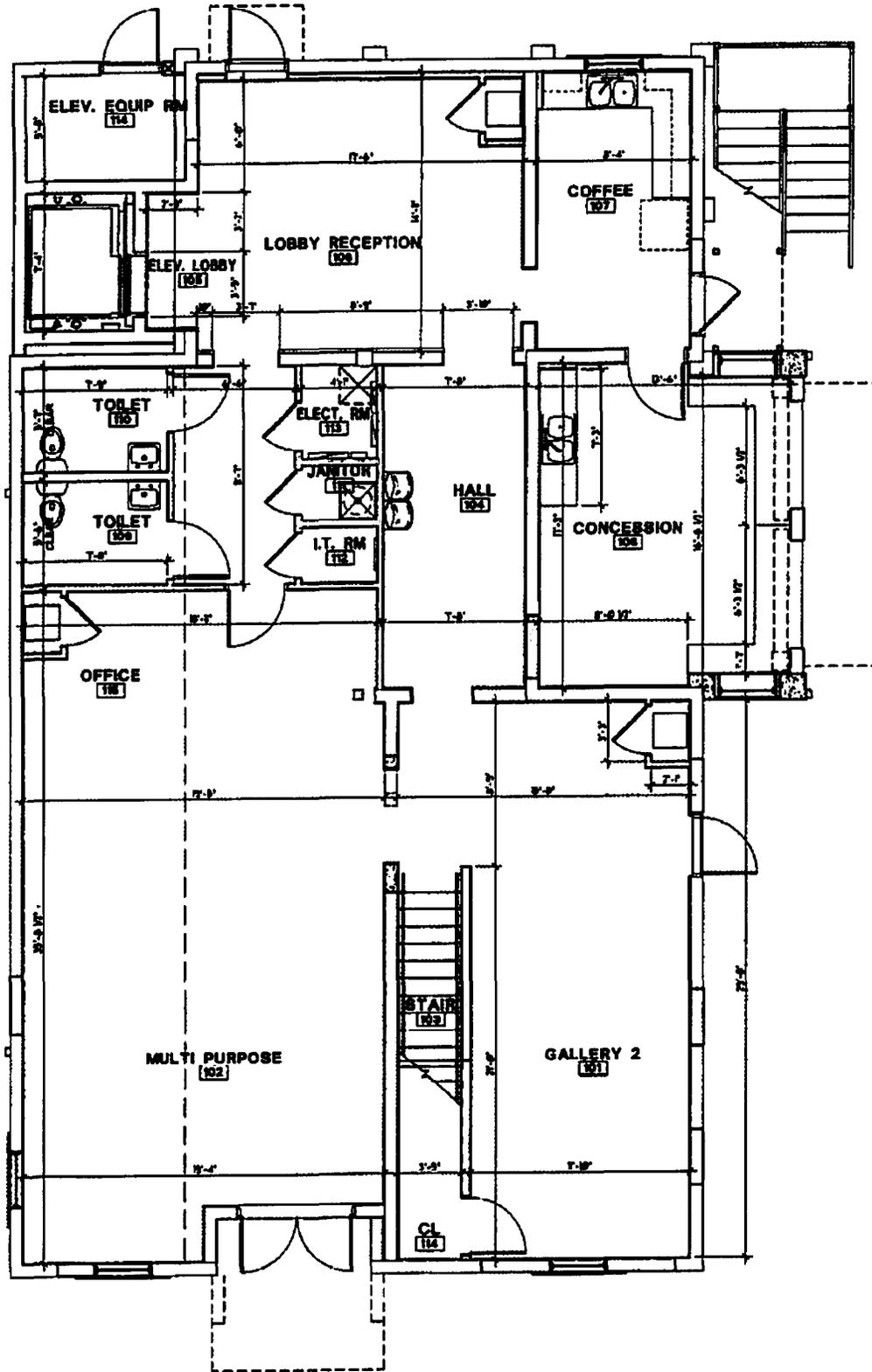
## Facility Fee Schedule



Ali Cultural Arts	Rate Category			
	Non Profits / Pompano Beach Residents	Commercial	Non Profits /Pompano Beach Residents where monetary profit to the organization or to any person is expected	Commercial where monetary profit to the organization or to any person is expected
Rental Application	\$25	\$50	\$50	\$50
Multi Purpose Room	\$30/hr	\$40/hr	\$50/hr	\$60/hr
Gallery 2 (downstairs)	\$15/hr	\$25/hr	\$35/hr	\$45/hr
Gallery (upstairs)	\$25/hr	\$35/hr	\$45/hr	\$55/hr
Courtyard Weekday (3 hours)	\$500	\$700	\$1,000	\$1,200
Courtyard security deposit	\$200	\$300	\$500	\$650
Conference Room	\$25/hr	\$35/hr	\$40/hr	\$50/hr
Concession	Available and included with courtyard rental Only	Available and included with courtyard rental only	Available and included with courtyard rental only	Available and included with courtyard rental only
Courtyard additional hours (not including PM and applicable technicians)	\$50	\$75	\$100	\$125
Courtyard Friday & Saturday	\$700	\$900	\$1,200	\$1,350
<b>Additional Fees</b>				
Production assistant (mandatory for ALL courtyard rentals and for a minimum of 4 hours)	\$200	\$200	\$200	\$200
Production assistant extra hours (hourly for after hours rental)	\$50	\$50	\$50	\$50
Security (2 people minimum of 4 hours @ 37.50/hr)	\$300	\$300	\$300	\$300
Audio technician (mandatory for use of Ali audio equipment minimum of 4 hours)	\$200	\$200	\$200	\$200
Staff (hourly for after hours rental)	\$25	\$25	\$25	\$25
Courtyard Sound system rental (does not include back line)	\$200 (\$200 refundable deposit & audio technician required)	\$300 (\$200 refundable deposit & audio technician required)	400 (\$200 refundable deposit & audio technician required)	500 (\$200 refundable deposit & audio technician required)
Back line (see attached list)	\$ 200 (Plus \$200 deposit)	\$ 300 (Plus \$200 deposit)	\$400 (Plus \$200 Deposit)	\$500 (Plus \$250 Deposit)
Courtyard projection system (audio technician or production assistant required)	\$20 production manager required	\$30 production manager required	\$40 production manager required	production manager required

Notes: Non-profit organizations must present IRS Determination letter and Pompano Beach residents must provide proof of residency.  
 All items must be out of The Ali at the conclusion of the event. The CRA will charge the applicant for every hour that the items remain at The Ali.  
 The above rental rates may be modified from time to time.

# FIRST FLOOR PLAN



## 1ST FLOOR PLAN

ALI CULTURAL CENTER  
 353 HAMMONDVILLE ROAD  
 POMPANO BEACH, FL 33060

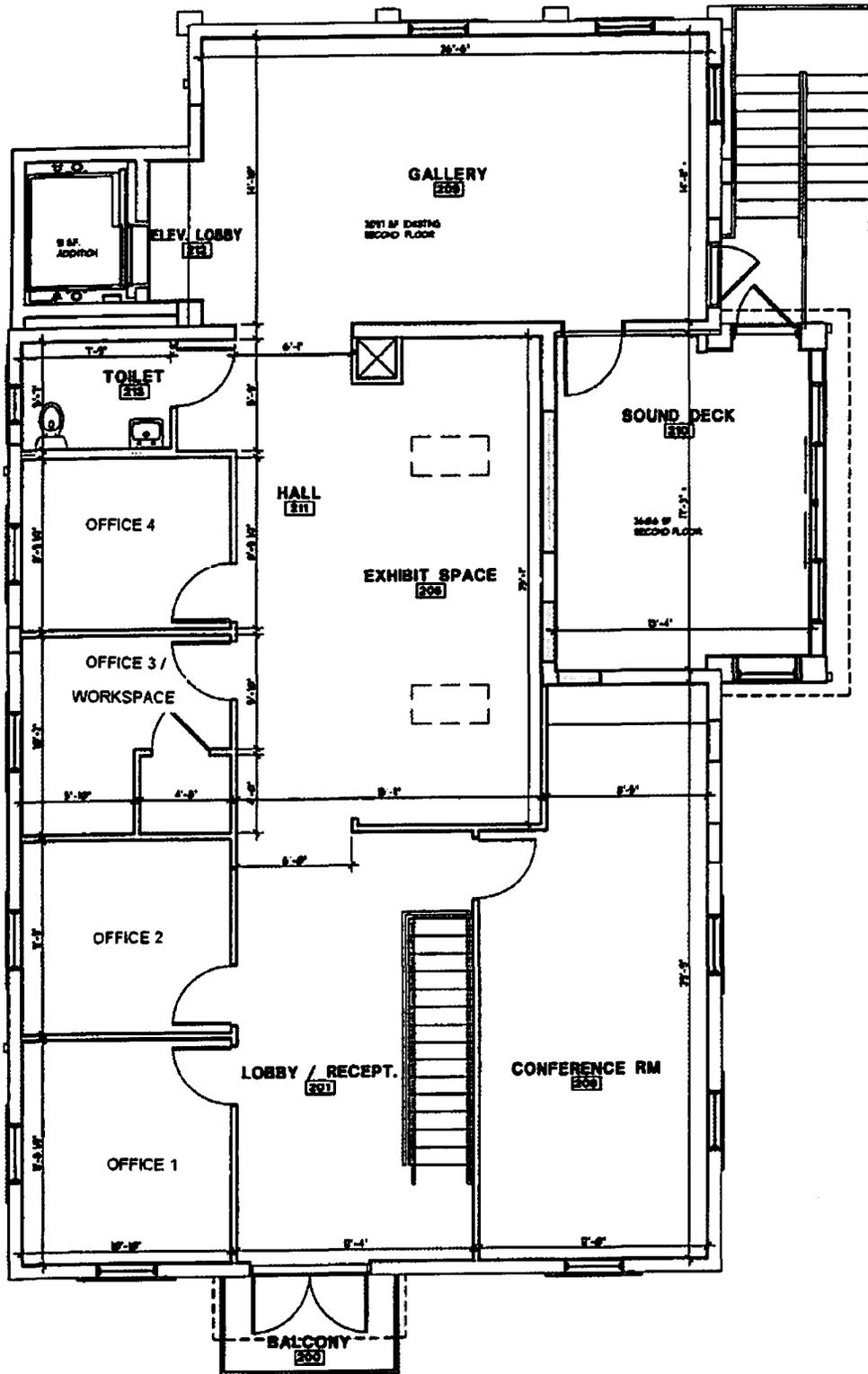


(854) 941-3329 FAX (854) 943-7708  
**design kollaborative**  
 architects / planners, inc.  
MEMBER AMERICAN INSTITUTE OF ARCHITECTS - AA 00000004  
 24 ne 24th Avenue Pompano Beach, Florida 33062

DATE  
 02/03/15

SCALE:  
 1/8" = 1'-0"

# SECOND FLOOR PLAN



## 2ND FLOOR PLAN

**ALI CULTURAL CENTER  
353 HAMMONDVILLE ROAD  
POMPANO BEACH, FL 33060**



(954) 941-3329 FAX (954) 943-7708  
**design kollaborative**  
architects / planners, inc.  
MEMBER AMERICAN INSTITUTE OF ARCHITECTS - AN ACCREDITED  
24 ne 24th Avenue Pompano Beach, Florida 33062

DATE  
02/03/15

SCALE:  
1/8" = 1'-0"

RESOLUTION NO. \_\_\_\_\_

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE FORM OF LEASE, RULES AND REGULATIONS AND THE FEE SCHEDULE FOR THE BAILEY AND AUTHORIZING THE PROPER OFFICIALS TO SIGN LEASES FOR SPACE AT THE BAILEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, The Bailey provides spaces for artists in residence and other spaces for use consistent with The Bailey's mission; and

WHEREAS, a proposed form of lease for renting space at The Bailey is attached to this Resolution as Exhibit "A;" and

WHEREAS, the proposed rules and regulations applicable to The Bailey are attached to this Resolution as Exhibit "B;" and

WHEREAS, a proposed fee schedule for renting space at The Bailey is attached to this Resolution as "Exhibit C."

**NOW THEREFORE, BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The form lease (the Lease) and rules and regulations for The Bailey attached to this Resolution as Exhibit "A" and Exhibit "B," respectively, are hereby approved and the proper officials are hereby authorized to execute leases for The Bailey in a form substantially similar to the Lease.

**SECTION 2.** The fee schedule attached to this Resolution as Exhibit "C" is hereby approved.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2015.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

ATTEST:

\_\_\_\_\_  
**MARGARET GALLAGHER, SECRETARY**

**The Bailey Contemporary Arts  
LEASE AGREEMENT**  
Artist in Residence Program

**THIS LEASE AGREEMENT** (the Agreement) is made between the Pompano Beach Community Redevelopment Agency (CRA), 100 West Atlantic Boulevard, Pompano Beach Florida 33060 and \_\_\_\_\_ (Artist), \_\_\_\_\_ (Artist's Address) as follows:

**INTRODUCTION**

The Bailey Contemporary Arts is an historic building located at 41 NE 1 Street and owned by the CRA. The Bailey Contemporary Arts' mission is to cultivate and nurture a vibrant arts community that enriches Pompano Beach and its goal of being a nexus of art, creativity, diversity, and inspiration. The Bailey Contemporary Arts serves as an incubator for artistic innovation and education, with the goal to amalgamate emerging artists with industry professionals to elevate the creative process.

1.0 **TERM:** The premises are leased to Artist for a term which commences on \_\_\_\_\_ (date) and ends on \_\_\_\_\_ (the Term).

2.0 **PREMISES:** The premises leased to Artist are identified as \_\_\_\_\_ and are shown on the floor plan attached to this Agreement as Exhibit "A."

3.0 **RENT:** The annual rental to be paid by Artist to the CRA for the term of this Agreement shall be the sum of \$ \_\_\_\_\_. The annual rental shall be paid as follows: \$ \_\_\_\_\_ upon the execution of this Agreement and \$ \_\_\_\_\_ payable on the first day of each month, in advance, during the Term. Checks are to be made payable to: Pompano Beach CRA. Payments shall be delivered or mailed to: The Bailey Contemporary Arts, 40 NE 1<sup>st</sup> Street, Pompano Beach, FL 33060. Rent must be actually received by the CRA in order to be considered in compliance with the terms of this Agreement.

4.0 **SECURITY DEPOSIT:** The CRA shall hold a security deposit in the amount of \$ \_\_\_\_\_ and at the termination of the Agreement, may withhold all or a portion of the security deposit for damage caused by Artist, as provided by law. The security deposit shall be held by the CRA without liability for interest and as security for the performance by Artist of Artist's covenants and obligations under this Lease. Artist may not use the deposit for rent owed during the term of the Lease. Within 15 days of the Artist vacating the premises, the CRA shall furnish Artist with a written statement indicating any amounts deducted from the security deposit and returning the balance, if any, to the Artist.

5.0 **USE OF PREMISES:** The Premises shall be used by Artist for the production, display and sale of artwork(s). The Premises are to be used for no other purposes and uses whatsoever. Artist specifically agrees that the Premises will not be used for storage, living

quarters or engagement in any other business. Artist may not sell anything either from the Artist's individual studio(s) or at The Bailey Contemporary Arts that the Artist has not personally created or has participated in the design.

6.0 MINIMUM EXHIBITION & HOURS:

6.1 The CRA agrees that, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Martin Luther King Day, Presidents Day and Christmas, or times of emergency, The Bailey Contemporary Arts shall remain open to the public from Tuesday through Friday, 10:00 AM – 6:00 PM and Saturday, 10:00 AM – 4:00 PM or by appointment and that Artist shall have secure access to the Premises at all times.

6.2 Except in the event of Artist's illness or emergency, Artist agrees that the Premises shall be accessible to the public for one or both of the two following periods. Failure to comply may result in termination of lease. Artist will be required to sign a log in book.

6.2.1 No fewer than 15 hours per week and for no fewer than 47 weeks per year.

6.2.2 Artist agrees that Artist will be present and Artist's studio will be open during exhibition openings for a minimum of ten (10) exhibitions, unless Artist obtains prior written approval from the CRA for fewer exhibitions.

6.3 In the event that Artist is not present at the Premises for the agreed period as provided herein, Artist shall notify the CRA in advance, in writing and shall provide the CRA with the name of another juried artist or other artist acceptable to the CRA, who has agreed in writing to open the Premises for the minimum times specified. It is understood that opening the door of the Premises is insufficient, and the Premises must in fact be physically occupied by Artist or the CRA-approved substitute artist.

6.4 Artist agrees that in the event that Artist is away from the Premises for more than one week, Artist will provide the CRA with information as to where Artist can be reached as follows: address, phone and e-mail address.

6.5 Artist acknowledges and agrees that Artist's covenants under this paragraph are essential consideration for the granting of this Lease and Artist's breach of these covenants shall constitute default entitling the CRA to immediate possession of the Premises.

7.0 CRA'S RIGHTS & REMEDIES:

7.1 Default:

7.1.1 If Artist fails to timely pay the rent on time and in full;

7.1.2 If the CRA has sent to Artist, at any time during the Term, two notices for the same type of lease violation irrespective of whether such violation may have been cured at the time of receipt of the notice (a "Repeat Violation").

7.2 If Artist should default in any of Artist's obligations under this Lease, then the CRA may give written notice to Artist of such default and Artist may cure such default for a period of seven (7) days from the date of the notice (excluding Saturdays, Sundays, and holidays); provided, however, that if Artist shall have abandoned the Premises, the CRA shall not be required to give any notice to Artist or to wait any period of time, but may immediately deem this Lease terminated.

7.3 If Artist fails to cure such default within such seven-day period, or if the default is a Repeat Violation, then the CRA, at the CRA's sole discretion, shall have the following options:

7.3.1 Retake and recover possession of the Premises, terminate this Lease and retain Artist's Security Deposit.

7.3.2 Retake and recover possession of the Premises, without terminating this Lease, in which event the CRA may re-rent the Premises as agent for and for the account of Artist, and recover from Artist the difference between the rental herein specified and the rent provided in such re-rental, less all of the CRA's costs and expenses of re-renting, including, without limitation, attorneys' fees plus all other sums due hereunder.

7.3.3 Permit the Premises to remain vacant in which event Artist shall continue to be responsible for all rent and other payments due hereunder.

7.3.4 Retake and recover possession of the Premises, and accelerate and collect all rent due hereunder for the balance of the Term.

7.3.5 Take any other action as may be permitted at law or in equity.

7.4 All of the CRA's remedies herein shall be cumulative. The CRA's choice to pursue any one remedy shall not preclude the CRA from pursuing any other remedy which is not by its nature absolutely incompatible with any previously or contemporaneously elected remedy.

7.5 Artist agrees that the breach of any covenant or provision of this Lease shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Artist of the Premises within the meaning of the statutes of the State of Florida.

7.6 Regardless of whether the CRA elects any of its remedies as provided herein, if Artist is in default under any provision of this agreement, Artist shall not be permitted to exhibit his or her work in any show sponsored by or on behalf of The Bailey Contemporary Arts.

#### 8.0 REHABILITATION OF BUILDING:

8.1 It is understood and acknowledged by Artist that the CRA may rehabilitate the Premises or the building in which the Premises are located. During any such rehabilitation, Artist agrees to vacate the space presently leased to Artist to allow rehabilitation to continue in a timely

fashion. Should Artist and the CRA disagree on a space to relocate Artist for the period of rehabilitation, then the CRA, at its sole discretion, may terminate this Lease as provided herein.

8.2 In the event the Lease is terminated pursuant to this paragraph captioned "Rehabilitation of Building," such termination shall be made by delivery to Artist of a written notice of termination at least sixty (60) days prior to the date on which the Lease is terminated. In the event that Artist fails to vacate the premises by the date specified in the Notice of Termination, the CRA may exercise any or all of its rights hereunder.

9.0 HOLDING OVER: In case of holding over by Artist after expiration or termination of this Lease, Artist shall be deemed at sufferance and will be liable for the CRA's damages due to such holdover and, in addition, shall pay for each month of such holdover period double the amount set forth in paragraph 2.0 above as Rent. No holding over by Artist after the term of this Lease shall operate to extend the Lease.

10.0 INDEMNITY: Artist agrees to defend, pay, indemnify and save the CRA and the City of Pompano Beach free and harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission or negligence of Artist in, upon, at, or from the Premises or its appurtenances.

11.0 INSURANCE: Artist understands and agrees that it shall be the Artist's own obligation to insure his personal property located in the Premises and the Artist further understands that The Bailey Contemporary Arts, the CRA and the City will not reimburse the Artist for damage to the Artist's personal property. Artist acknowledges that The Bailey Contemporary Arts, the CRA and the City do not provide insurance which covers Artist's personal property, art works, or the like and that The Bailey Contemporary Arts, the CRA and the City are not responsible for any loss or damage which Artist may suffer to the same, regardless of the cause of such loss or damage. Artist acknowledges that The Bailey Contemporary Arts, the CRA and the City shall not be liable for any damage or injury caused in or about the Premises or The Bailey Contemporary Arts, including but not limited to damage or injury resulting from fire, water, vandalism or theft.

In the event that Artist secures insurance to cover Artist's personal property, art works, and the like, and any damage which Artist's activity or property might cause to the person or property of other artists or of The Bailey Contemporary Arts, a copy of such insurance shall be provided to The Bailey Contemporary Arts onsite staff within one (1) month of the issuance of the policy.

Artist's personal property, including but not limited to any artwork, remaining in the Premises at the conclusion of the Term or the termination of this Lease, shall be deemed abandoned, and shall become property of the CRA, to be held or disposed of as the CRA in its sole and exclusive

discretion may determine, without any obligation to Artist whatsoever. All costs of storage and moving incurred by the CRA in connection with such personal property shall be billed to Artist as additional rent chargeable against Artist's security deposit. The CRA shall have no liability or cost for moving such property.

12.0 COMPLIANCE: Artist shall comply with all codes, laws, regulations, ordinances, standards, and requirements of any municipal, county, state, and federal governmental or quasi-governmental body or agency applicable to The Bailey Contemporary Arts. Artist's compliance includes, but is not limited to, compliance with all codes, laws, regulations, ordinances, standards, and requirements or determinations of any insurance carrier providing insurance to the CRA for The Bailey Contemporary Arts. Artist shall promptly supply whatever information is requested by the CRA, or its insurance carrier that either party deems necessary or desirable for underwriting purposes.

13.0 BUSINESS LICENSE: Artist shall be responsible for obtaining all necessary business license tax receipts or other permits or licenses required for Artist's activities allowed by this Lease.

14.0 NO ASSIGNMENT OR SUBLETTING: This Lease is personal to Artist and Artist shall not assign the same, or sublet the Premises in whole or in part.

15.0 MISCELLANEOUS TERMS & CONDITIONS:

15.1 Partial Invalidity: If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. 15.2 Tenant Disputes: Should Artist and any other artist in The Bailey Contemporary Arts be unable to agree by and between themselves as to disputes arising out of the Lease and/or the operations of The Bailey Contemporary Arts, then in that event, The Bailey Contemporary Arts Arts Director shall mediate such disagreement. If the disagreement can not be amicably resolved by the parties working with The Bailey Contemporary Arts Arts Director within thirty (30) days then, in that event, The Bailey Contemporary Arts Arts Director shall resolve the issue in his or her own discretion. Artist agrees to be bound by the determination of The Bailey Contemporary Arts Arts Director, which may involve requiring the Artist to change studios or the termination of this lease.

15.2 Entire Agreement: This Lease, together with any written attachments or schedules, constitutes the entire agreement between the parties. It shall be binding upon each party's heirs, successors, administrators, and assigns. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Lease or the aforesaid simultaneous writings. All prior understandings, terms, covenants, and conditions are deemed merged in this Lease. This Lease cannot be modified or supplemented except in writing signed by both parties. Paragraph headings are for the convenience of the parties only, and shall not be deemed to modify or determine the provisions of this lease. This agreement shall be governed by the laws of the state of Florida applied to agreements wholly negotiated, executed, and to be performed in that state.

16.0 OCCUPANTS: The premises shall not be occupied by any person or persons other than those designated above as Artist. Any person or persons occupying the premises without the CRA's consent shall be considered as occupying the premises in violation of this agreement and will be cause for termination of this lease. The Artist shall not sublet or assign these premises or any part thereof to any person or persons at any time.

The premises shall be occupied strictly as an Artist workspace and for no other use. ARTIST shall abide by and comply with all rules and regulations of Bailey Contemporary Arts Contemporary Arts in respect to the said demised premises, and the property and premises and building of which said demise premises is a part thereof, as well as comply with all ordinances and laws of all municipalities having jurisdiction of the demised premises. No immoral or unlawful practice or act shall be committed in and upon the demised premises. The ARTIST shall not maintain or make use of the demised premises in any manner whatsoever which causes an increase in insurance rate of the demised premises or the building of which the same is a part, and, in the event that ARTIST does such an act and causes an increase in the insurance rate as set forth, he shall immediately be liable to pay said increase to Bailey Contemporary Arts Contemporary Arts and the same shall be paid immediately upon demand. The ARTIST shall not do any act or thing to cause a disturbance or interfere with the other tenants, or affect Bailey Contemporary Arts Contemporary Arts in his operation and maintenance of the building or which the demised premises is a part thereof.

17.0 TERMINATION: Upon the expiration or any other termination of this Lease, the Artist shall forthwith and immediately quit and surrender the Premises to the CRA in good order and condition. However, the Artist's obligation to observe or perform his covenants shall survive the expiration or any other termination of the term of this Lease. Upon termination of this Lease for any reason whatsoever, the Artist shall yield immediate possession to the CRA, and return all keys and swipe fobs.

At all times the Artist shall keep the demised premises and the personal property therein in a good state of repair. Upon termination of the Lease, the Artist shall yield demised premises back to the CRA in the same condition as of the date of the execution of this Lease, reasonable wear and tear expected. The Artist shall not cause or permit any waste, misuse, or neglect in the use of electricity or water.

The Artist shall pay all costs, expenses, and attorney's fees which may be incurred and expended by the CRA in enforcing the terms, conditions, promises, and agreements of this Lease, whether or not by legal proceedings, advise of attorney, or otherwise. These shall be paid immediately upon demand.

The liability of the Artist to pay rent as provided for herein shall not be waived, released or terminated by the service of any notice or demand upon the Artist by the CRA, or by the institution of legal proceedings or any other act or acts resulting in the termination of the Artist's right to possession of the demised premises.

18.0 ARTIST WAIVER OF LIABILITY: The CRA and the City of Pompano Beach shall not be liable to the Artist for any damage or injury to the Artist or his property by reason of

any failure of the CRA to keep the Premises in repair, and the CRA and the City of Pompano Beach shall not be liable for any injury done or occasioned by an act of god or by the wind, or that results from any defect of plumbing, electrical insulation or wiring installations in respect thereto, gas lines, steam lines, waterlines, or by reason of defective or broken equipment, stairs, or walks, or from the clogging or backing-up of any down spout or sewer pipes, or by reason of breaking or bursting or running of any water receptacle, waste pipe, water closet, wash stand, drain, or any other pipe or tank, in and upon the studio, building or premises, or by reason of the running or escaping of hot water or steam, or for any damage or injury resulting from water being on or coming through the roof, walls, stairs, trapdoors, skylight, or any other part or portion of said premises, of the building of which the same is a part, or otherwise, or by reason of any injury or damage resulting from the falling of any material, stucco, plaster or fixture.

19.0 CONDITION OF PREMISES: Artist acknowledges that the Premises have been inspected. Artist acknowledges that said Premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Artist acknowledges that the CRA provides the following with the premises: electric, water, and air conditioning. Artist agrees to keep the premises in a neat and sanitary condition and to immediately reimburse the CRA for any sums necessary to repair any item, fixture, or appurtenance that requires service due to Artist or Artist's invitee, misuse or negligence. Artist acknowledges that the Premises consist of the interior space only, and that any space on the exterior of the Premises, and any common space in The Bailey Contemporary Arts, belongs to the CRA. Nothing whatsoever shall be placed in the common areas or the exterior of the Premises without the prior written approval of the CRA. Artist is free to include in the interior of the premises any decorations or other objects of Artist's choice, subject to this agreement and The Bailey Contemporary Arts Rules & Regulations.

19.1 Artist accepts the Premises in its current "as is" condition and agrees to maintain the Premises in good condition and repair, normal wear and tear excepted.

20.0 DESTRUCTION: In the event that the Premises are rendered untenable by reason of fire, explosion, or any other casualty, the CRA at its option, may either repair the Premises to make the same tenantable within ninety (90) days thereafter, or may at its option, terminate the Lease. In either event, the CRA shall give the ARTIST reasonable written notice. Furthermore, in the event that the Premises are untenable, the Artist's rent for that period of time shall be abated or apportioned.

21.0 ACCESS TO PREMISES: The CRA and The Bailey Contemporary Arts onsite staff shall have the right to enter the Premises during reasonable hours, to examine the same, and to show the Premises to prospective artists of The Bailey Contemporary Arts, and to make such repairs, alterations, improvements or additions as the CRA may deem necessary or desirable. For a period of ninety (90) days prior to the termination of this Lease, the CRA shall have the right, during reasonable hours, to enter the Premises for the purpose of showing the Premises to prospective tenants. In addition, at any time within thirty (30) days prior to the expiration of the artist's Lease, the CRA may place upon the doors or windows of the Premises a "FOR RENT" notice.

If the work to be performed requires the cooperation of Artist to perform certain tasks, then those tasks shall be performed upon 24 hours' prior written notice by the CRA (Example: removing food items from cabinets so that the unit may be sprayed for pests.)

22.0 ALTERATIONS: Artist shall not make any alterations to the Premises, including, but not limited to installing aeriels, lighting fixtures, or other items without first obtaining written permission from the CRA. Artist shall not change or install locks, paint, or wallpapers on the Premises unless approved by the CRA in writing. Artist shall not install blinds on glass doors without written permission from the CRA, place placards, signs or other exhibits and symbols on any other place where they can be viewed by other residents or by the general public, except for displaying artwork on the exterior wall outside of Artist's studio where business card holders will be provided for each studio artist. Artist acknowledges that the terms of this paragraph are material to this agreement.

23.0 NOISE AND DISRUPTIVE ACTIVITIES: Artist or artist's guests and invitees shall not disturb, annoy, endanger, or inconvenience other tenants of the building, neighbors, the CRA or its agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

Further, Artist shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Artist shall have peaceful and quiet enjoyment of demised premises for the term set forth.

24.0 REPAIRS BY THE CRA: Where a repair is the responsibility of the CRA, Artist must notify the CRA in writing stating what item needs servicing or repair. Artist must give the CRA a reasonable opportunity to service or repair such item. Under no circumstances, however, may Artist withhold rent.

25.0 NOTICES: All notices to the Artist shall be deemed served upon mailing by first class mail, addressed to the Artist, at the Premises or upon personal delivery to the Premises whether or not Artist is actually present at the time of said delivery. All notices to the CRA shall be served by mailing via first class mail or personal delivery to:

Sarah Miller Benichou  
The Bailey Contemporary Arts  
41 NE 1<sup>st</sup> Street  
Pompano Beach, FL 33060

26.0 UTILITIES: Including electricity charges for lighting, appliances, heating, ventilating, or air conditioning, water and sewer are provided by the CRA. Fees are covered by common area maintenance fees. Artist is responsible for throwing away all debris and for sweeping the floor (broom and trashcans are made available). Each studio is provided a drop cloth to use on the floor to protect flooring. Failure to use this drop cloth will result in additional charges. No welding, torches or open flames are allowed.

27.0 REGULATIONS: The Artist hereby consents to and agrees to observe all rules and regulations presently promulgated or to be promulgated in the future by the CRA regarding the operation of The Bailey Contemporary Arts, including, but not limited to those concerning hours or manner of operations; hazardous materials; and repairs, maintenance and utility charges.

27.1 Notice of all current rules and regulations will be given to the Artist by the CRA, and shall be incorporated into this Agreement by reference. The CRA shall not be responsible to the Artist for any non-observance of rules, regulations, or conditions on the part of any other Artist.

28.0 WAIVER: The CRA's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by the CRA of such condition or right. The CRA's acceptance of rent without knowledge of any default under this agreement by Artist shall not be deemed a waiver of such default, nor shall it limit the CRA's rights with respect to that or any subsequent right. It is further agreed that the payment of rent at any time shall not be a waiver to any unlawful detainer action unless the CRA in writing specifically acknowledges that this constitutes a waiver to the unlawful detainer action.

29.0 LATE CHARGES/RETURNED CHECKS: If the CRA has not received any rent payment within five (5) days after rent becomes due pursuant to the provisions of this Agreement, Artist shall pay to the CRA a fee of \$5.00 per day as additional rent, in addition to the monthly rent then due. This late fee shall commence on the 6<sup>th</sup> day of the month, and accrue until payment and accumulated late fees are received by the CRA.

29.1 If rent is not paid when due and the CRA issues a "Notice to Pay Rent or Quit" Artist must tender a cashier's check only. If Artist tenders a check which is dishonored by a banking institution, then Artist shall only tender cash or cashier's checks for all future payments. In addition, Artist shall be liable for all charges/fees incurred by the CRA for each check that is returned to the CRA from the bank because the check has been dishonored, in addition to the rental payment that is due.

30.0 PETS: No dogs, cats, birds, fish, or other pet or animal of any kind may be kept on or about the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first shown above.

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Margaret Gallagher, Secretary

**DIRECTOR:**  
Bailey Contemporary Arts Contemporary Arts:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:  
  
\_\_\_\_\_  
Sara Benichou, Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Sara Benichou, as Director of the Bailey Contemporary Arts Contemporary Arts on behalf of the limited liability company, who is personally known to me.

NOTARY'S SEAL:

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NOTARY PUBLIC, STATE OF FLORIDA

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(Name of Acknowledger Typed, Printed or Stamped)

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Commission Number

## THE BAILEY CONTEMPORARY ARTS

41 NE 1<sup>st</sup> Street  
Pompano Beach, FL 33060

### APPLICATION AND FACILITIES USE AGREEMENT

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#### MISSION

The mission of The Bailey Contemporary Arts is to cultivate, incubate and nurture a vibrant visual arts community that enriches Pompano Beach and its goal of being a nexus of art, creativity, diversity, and inspiration.

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#### FACILITIES & EQUIPMENT

The Bailey Contemporary Arts is owned and operated by the Pompano Beach Community Redevelopment Agency (CRA). Bailey Contemporary Arts holds events sponsored by the CRA and the City of Pompano Beach (the City) that foster the mission of Bailey Contemporary Arts. In addition, the facility is available for rent for private events, including weddings and other celebratory functions. Rental of Bailey Contemporary Arts for meetings, seminars and other educational activities is available, provided such activities are consistent with Bailey Contemporary Arts mission. Please note that Bailey Contemporary Arts is a limited public forum, and as such, the general public does not have full access to all rooms within the facility; only the common areas and gallery spaces.

Bailey Contemporary Arts interior facilities include common areas, private offices, artist studios, a ceramics workshop, a kiln room, education spaces, open gallery areas, and restrooms. Overflow parking can be accommodated by the Pompano Beach Community Redevelopment Agency (the CRA) lease with the First Baptist Church located at 138 NE 1<sup>st</sup> Street, Pompano Beach, FL 33060.

#### Gallery Areas (first floor)

Capacity:	sit-down or lecture	100
Capacity:	visual arts class	50
Capacity:	children/youth oriented event	25

Ceramics Studio  
(first floor)

Capacity: ceramics classes 10

Bailey Loft Common Area  
(second floor)

Capacity: reception 30  
Capacity: class 20  
Capacity: sit-down or lecture 40

Classroom  
(second floor)

Capacity: sit-down or lecture 15

Approved event activities, including ticket sales, registration table or other activities are restricted to the spaces rented.

Rental fees include Bailey Contemporary Arts facilities only. Along with the rental of Bailey Contemporary Arts facilities, the following equipment is available for additional rental fees:

Banquet chairs	30
6' classroom table	2

Bailey Contemporary Arts does provide a reach-in, two-section refrigerator, as well as the use of 4 commercial sinks.

All activities associated with the event, including decorating, set-up, breakdown, serving, food preparation, clean-up, are the sole responsibility of the applicant.

Set-up and break-down assistance by Bailey Contemporary Arts onsite staff is available for an additional rental fee.

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## FACILITY RENTAL HOURS

Bailey Contemporary Arts is available for rental during specified periods of time throughout the year. Bailey Contemporary Arts is pre-reserved each year for events produced by the CRA or the City of Pompano Beach (the City). Please check with Bailey Contemporary Arts onsite staff for general availability. Use of Bailey Contemporary Arts is limited to two times per month, unless the event receives the prior written approval of Bailey Contemporary Arts as a qualified recurring event. Availability is subject to change at the discretion of the CRA. All events will begin and end at

specified times according to this Application and Facilities Use Agreement (the Agreement). The applicant will be responsible to ensure that the event ends on time. Additional fees will be assessed for failure to vacate the facility within the scheduled time.

Viewing Bailey Contemporary Arts facilities is by appointment only by calling 954-284-0141 or by emailing Bailey Contemporary Artsrentals@copbfl.com

Office Hours:	Tuesday-Friday	10:00 am to 6:00 pm
	Saturday	10:00 am to 4:00 pm

Bailey Contemporary Arts is closed on holidays and is not available for rental without prior written approval of Bailey Contemporary Arts.

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## **FACILITY USAGE GUIDELINES**

- Applicants must be 21 years of age.
- Applications are approved on a first-come, first-served basis; availability is always subject to CRA and City events; priority is also given to events that promote Bailey Contemporary Arts' mission.
- Pompano Beach residents and non-profit organizations may rent Bailey Contemporary Arts for private functions; proof of residency or not-for-profit status is required. A non-profit organization is defined as a qualified 501(c)(3) corporation.
- Non-residents and for-profit businesses may rent Bailey Contemporary Arts at the non-residential rental rates; non-resident functions are subject to availability after CRA, City and resident/not-for-profit functions are considered.
- A completed application may be delivered to Bailey Contemporary Arts or emailed to Bailey Contemporary Artsrentals@copbfl.com
- A meeting may be required prior to approval to discuss the reservation request.

### **APPLICATION FEE:**

A fifty (\$50) dollar non-refundable application fee is required at the time of application.

### **SECURITY DEPOSIT FEE:**

The amount of the security deposit depends on Bailey Contemporary Arts facilities reserved by the applicant and is described on the Bailey Contemporary Arts fee schedule approved by resolution of the CRA from time to time. A security deposit in the applicable amount will be required to be paid not less than 30 days prior to the date of the event. The security deposit shall secure the applicant's obligation to repair any damage to Bailey Contemporary Arts or CRA property. The applicant is responsible to leave Bailey Contemporary Arts and all CRA property in its original condition prior to the event. Any costs to the CRA for clean-up or repair of damage caused by the event will be deducted from the security deposit. Any remaining security deposit will be refundable 30 days after the event.

A pre-event and post-event walkthrough will be conducted by Bailey Contemporary Arts onsite staff with the applicant. The cost of any and all damage to the premises or the equipment and rules violations will be deducted from the security deposit. Examples of

damage and/or rules violations that will result in deduction from the security deposit include: floor and/or carpet stains; stains on walls; broken or missing furniture and/or equipment; defacement of any part of the interior or exterior of the building; damage created by improper use of equipment or non-compliance of facility rules; unauthorized use of the kitchen or other spaces at Bailey Contemporary Arts; unauthorized extension of event hours; improper storage of equipment; failure to properly clean the kitchen and other facilities used for the event.

**RENTAL FEE DEPOSIT:**

50% of the rental fee is due upon approval of this application. The deposit must be received for the event to be placed on Bailey Contemporary Arts calendar. The rental fee includes the facility rental and all fees for additional services such as equipment rentals, onsite staffing assistance, etc.

**FULL PAYMENT:**

The 50% balance due must be paid 7 days prior to the event. Failure to make final payment will result in event cancellation.

**SALES TAX:**

Florida state sales tax will be charged on the rental fee. Non-profit organizations must present their non-profit status form, and tax exempt organizations must present their tax exempt certificate when completing this application.

**SECURITY FEE:**

The applicant may be required to hire the Broward County Sheriff's Office or other CRA-approved security provider based on the use of Bailey Contemporary Arts, the anticipated duration of the event including set-up and breakdown time, the number of people anticipated to be in attendance, the activities to occur at the event, whether food will be prepared and served, whether alcohol is served and any other factor related to the security of Bailey Contemporary Arts and surrounding areas.

**CANCELLATIONS:**

In the event of a cancellation more than 60 days prior to the event date, the applicant will receive a full refund of the rental fee, less an administrative fee of 20% of the rental fee or \$20, whichever is greater.

If a cancellation is made more than 30 days but less than 59 days prior to the event, the applicant will receive a 50% refund of the rental fee, less an administrative fee of 20% of the rental fee or \$20, whichever is greater.

No refund will be given if less than 30 days' notice of the cancellation is given.

The event may be rescheduled one time if the applicant contacts Bailey Contemporary Arts in writing at least 90 days prior to the original event date and provided the alternate date is available. Rescheduling requires a non-refundable payment in full of all rental fees at the time of rescheduling.

If an event is scheduled less than 30 days prior to the event date, full payment of the rental fee must be made and the rental fee is not subject to a refund.

Emergencies: Bailey Contemporary Arts reserves the right to cancel or reschedule an event at any time, with or without prior notice due to circumstances for which it has no control, such as weather. If a facility rental must be cancelled due to an emergency, the applicant may reschedule the event at no additional charge, or may qualify for a full refund of the rental fee.

**INSURANCE:**

The applicant is required to provide the types and amounts of general liability insurance identified in Bailey Contemporary Arts fee schedule, naming the CRA as an additional insured.

**LOGISTICS AND SAFETY REVIEW:**

All events are subject to logistics and safety review by Bailey Contemporary Arts onsite staff, law enforcement, fire rescue, public works, building, zoning and risk management. The applicant shall provide a floor plan and event timeline no later than 14 days prior to the event. The applicant must comply with all recommendations made for logistics and safety for the event.

**VENDORS:**

A list of all vendors participating in the event, including contact information shall be provided at least one week prior to the event date. All agreements with caterers, entertainers, photographers, and other vendors are the sole responsibility of the applicant. All vendors providing service to the applicant in Bailey Contemporary Arts must be properly licensed, including a current business tax receipt and proper insurance coverage. The applicant's vendors shall provide sufficient proof of licensing and insurance upon request.

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**RULES AND REGULATIONS**

The following rules and regulations have been established by the Pompano Beach Community Redevelopment Agency (the CRA) for the benefit of all artists and guests of The Bailey. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of The Bailey. All artists and their guests shall comply with the rules and regulations as follows:

The following rules and regulations are subject to amendment by the CRA from time to time.

**ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES:**

Changes affecting the appearance of the exterior of The Bailey, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of the CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of The Bailey shall require the prior written approval of the CRA. Except for normal hanging of artwork on walls, no person shall mark, drill into, or in any way injure, deface, or damage any wall, ceiling, door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

**ALCOHOL:**

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at the event, liquor liability insurance will be required according to Bailey Contemporary Arts fee schedule. The CRA reserves the right to discontinue the service of alcohol at any time during an event.

**APPLICATIONS/PAYMENT:**

Reservations are required at least 30 days prior to the event and may be made up to 6 months in advance. All evidence of residency and non-profit status must be submitted along with the application.

**CHILD CARE:**

Any events that provide child care or child instruction at Bailey Contemporary Arts must provide approved background checks for ALL personnel that will be responsible for child care or instruction

**CRA RESERVATION OF RIGHTS:**

The CRA reserves the right to refuse use of Bailey Contemporary Arts and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with Bailey Contemporary Arts mission or not in the best public interest.

**CLEANING:**

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in Bailey Contemporary Arts loading area for trash/garbage disposal.

**COMPLAINTS:**

Complaints of violations of these rules should be made to The Bailey onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist's guests for any non-observance of rules, regulations, and conditions on the part of other persons.

**CONSENT REVOCABLE:**

The CRA reserves the right to reject any prior written approval in the best interest of The Bailey.

**DECORATIONS:**

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of Bailey Contemporary Arts. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Contained votive candles may be allowed with the prior written approval of Bailey Contemporary Arts. No decoration of Bailey Contemporary Arts common areas is allowed.

Common area furniture may not be moved without the prior written approval of Bailey Contemporary Arts.

Storage facilities are not available for the applicant's use.

All items **must** be out of Bailey Contemporary Arts at the conclusion of the event. Should any items be left behind, the CRA will charge the applicant for every hour that the items remain at Bailey Contemporary Arts.

**DELIVERIES:**

Artist shall notify The Bailey onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 6:00 p.m. All tradesmen must be licensed and insured.

**EMERGENCIES:**

In the case of emergency involving the facilities, contact The Bailey onsite staff. The emergency phone numbers are posted on the bulletin board in the kitchen. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Bailey has no storage facilities available for use during these events.

**ENFORCEMENT:**

Bailey Contemporary Arts onsite staff shall have the authority to enforce all rules and regulations governing use of Bailey Contemporary Arts. Lack of cooperation by the applicant and/or the applicant's guests may result in closing the event and/or contacting security (BSO or private).

Any person who destroys or steals property of Bailey Contemporary Arts will be held personally liable for repairs and replacement of such property and will be required to leave the event. Such destruction or theft may be prosecuted to the fullest extent of the law.

**FEES/CONTRIBUTIONS:**

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of Bailey Contemporary Arts. This provision does not apply to CRA and City sponsored events.

**FIRE ALARM/SPRINKLER SYSTEM**

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs which result.

**GAMBLING:**

Gambling activity is prohibited in Bailey Contemporary Arts, except as such activity may be permitted by Florida law.

**HOURS OF OPERATION:**

The Bailey will be open to the public during regular hours of operation:

Tuesday-Friday 10:00 am to 6:00 pm

Saturday 10:00 am to 4:00 pm

Artists have unlimited access to their studio.

Artists may have visitors in their studios past the public hours of operation.

Artists must escort out guests so the Artist can secure the doors.

**KITCHEN USE:**

No cooking is permitted in Bailey Contemporary Arts. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of Bailey Contemporary Arts. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval.

**LAWS AND REGULATIONS:**

The applicant shall comply with all local, state and federal laws that may govern the event. Chapter 98 of the City Code of Ordinances (the Code) regulates public events that occur within the City and the circumstances for which a City public event permit is required.

**LIMITED USE:**

Use of Bailey Contemporary Arts is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within Bailey Contemporary Arts that is approved and paid for. There may be more than one function, party or event taking place in Bailey Contemporary Arts. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

**LITTERING AND TRASH DISPOSAL:** Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Bailey onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway.

**LOADING:**

Loading will take place through the gated loading area located near the east end of the parking lot. The front door and the courtyard gates on MLK Blvd. may not be used for loading or deliveries for events. Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of Bailey Contemporary Arts.

**MAINTENANCE OF THE COMMON AREA:**

Improvements and maintenance of the common area shall be done only by The Bailey onsite staff or the CRA.

**MISREPRESENTATIONS:**

Bailey Contemporary Arts reserves the right to withhold all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

**NOISE AND NON-DISTURBANCE:**

No person shall make or permit any loud noise or disturbance of any kind within The Bailey, produce objectionable odors, or interfere with the rights, comforts, or convenience of other artists. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other tenants and guests of The Bailey.

**OUTSIDE ACTIVITIES:**

There shall be no use of the areas outside the buildings without the prior written approval of the CRA. Fires and any lighted materials, such as candles, torches, etc., are strictly prohibited. Artists and their guests shall comply with all local, state and federal regulations regarding fire safety. The sidewalks, parking areas, drives, roadways, entries, corridors, and fire escapes shall not be obstructed or encumbered, and shall not be used for any other purposes than ingress and egress.

**PARKING:**

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the application may not be approved.

**PASSKEY:** The Bailey will retain a passkey to each studio. No artist shall alter any lock or install a new lock on any door leading into a studio without the prior written approval of the CRA. If such consent is given, the Artist must immediately provide The Bailey onsite staff with a key.

**PERMITS:**

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses.

**PERSONAL PROPERTY:**

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant's event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

**PETS:**

No pets are allowed in Bailey Contemporary Arts, except registered service animals wearing proper identification.

**PLUMBING:**

The Bailey provides shared sinks throughout the facilities. Any damage resulting from misuse of such plumbing fixtures shall be the responsibility of the tenant in whose studio

the damage occurs. Water shall not be left running in the sinks. Each artist shall report all plumbing defects to The Bailey onsite staff immediately, and shall be responsible for the costs to repair all damages resulting from his/her negligence.

**POLITICAL ACTIVITIES:**

Political fundraisers and distribution of candidate or other political literature is prohibited.

**PROGRAMMING FOR PUBLIC EVENTS:**

Educational programming for concerts and other events open to the general public is limited to the following areas, in accordance with the Pompano Beach Cultural Arts Master Plan: music; film; theater; dance; public art; and, arts education.

**RECURRING EVENTS:**

Bailey Contemporary Arts may be rented for recurring events, such as a dance, acting, music or other type of performing arts class, subject to prior written approval of Bailey Contemporary Arts. Fees for such rentals are included in Bailey Contemporary Arts fee schedule. Recurring events may be moved without notice to another meeting space at Bailey Contemporary Arts at the discretion of Bailey Contemporary Arts.

**SMOKING:**

In compliance with the Florida Clean Indoor Act, Sec. 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. SMOKING IS PROHIBITED in Bailey Contemporary Arts and its adjacent facilities, including the courtyard and all parking areas.

**SUPERVISION:**

All children under the age of 16 must be supervised by an adult during the time in which they are at Bailey Contemporary Arts. The applicant shall be responsible for ensuring that the applicant's vendors and guests comply with the rules and regulations governing use of Bailey Contemporary Arts. Any vendor or guest determined to be non-compliant is subject to removal from the event.

**STUDIO USAGE:**

- Painting of doors is not permitted. Each studio door will be clear glass. Clear glass enables the public to view an artist's work, thus encouraging interest and sales.
- A community bulletin board shall post any/all information pertaining to individual Artists. Information concerning The Bailey will also be posted on this board.
- Furniture, including, but not limited to tables, pedestals, chairs, shelves and vases shall not be placed in hallways, or in any communal space without the prior written approval of the CRA.
- No floor cloths or mats will be permitted in any hallways or common areas.
- All music devices must be kept at a low volume.
- The spraying of any volatile substances is prohibited indoors. An outdoor space is provided. The artist is responsible for the proper care and disposal of any and all materials, including but not limited to hazardous materials. Without in any way limiting the generality of the foregoing: (i) spray paint, fixatives and lacquers are not allowed in enclosed spaces, and if used, must be used outdoors and in locations which will not affect the person or property of others; (ii) odorless

turpentine is required; (iii) painting rags shall not pile up; and (iv) proper safety precautions shall be followed with any hazardous materials.

- Smoking is prohibited indoors and is permitted only in designated outdoor areas. Alcohol is prohibited, with the exception of events sponsored by The Bailey and the CRA.
- Any and all plans for renovations and alterations to studio spaces require the prior written approval of the CRA. Any work done without proper approval will be subject to immediate removal at the Artist's expense.
- Each Artist will receive a set of keys to the building and their studios. An alarm code will also be provided. If keys need to be replaced, a \$40.00 fee will be charged for each. Living in studios is prohibited.
- Cooking in studios is prohibited.
- No shipping crates or other debris shall be placed in hallways.
- No janitorial services are provided by the CRA inside artists' studios.
- The CRA and The Bailey are not responsible for artwork, possessions or materials inside artists' studios. Renters insurance is recommended.
- All studios will be painted white. Artists may paint the interior of their studios, but it must be repainted white prior to expiration of the artist's lease.
- Artists shall not use the leased premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

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## FEES

Rental of Bailey Contemporary Arts facilities and equipment is subject to fees for the facility, equipment, onsite staff services, and security. The fee schedule is approved by resolution of the CRA from time to time and is available at Bailey Contemporary Arts and on Bailey Contemporary Arts website.

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## APPLICATION

This application is the initial step in reserving space at Bailey Contemporary Arts. Requests will be reviewed in the order in which they are received by Bailey Contemporary Arts. The contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least 30 days in advance of your event and not longer than 12 months from the event date, along with the non-refundable \$50 application fee.

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## CONTACT INFORMATION

### APPLICATION CONTACT INFORMATION

Please select which applies:

Resident of Pompano Beach: \_\_\_\_\_ Non-resident: \_\_\_\_\_

Not for profit organization: \_\_\_\_\_ For Profit organization: \_\_\_\_\_

Applicant: \_\_\_\_\_

***Resident/Non-Resident/Organization/Corporation***

Applicant Name: \_\_\_\_\_

***Responsible Party***

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Onsite coordinator who will be responsible for pre and post walk-through who will be present all times during setup, breakdown and actual event and is responsible for the actions of all guests, vendors and agents:

Contact: \_\_\_\_\_

***Onsite Coordinator or Representative***

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

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### EVENT INFORMATION

#### EVENT INFORMATION

Please check which best describes your event:

Party: \_\_\_\_\_ Wedding: \_\_\_\_\_ Banquet: \_\_\_\_\_ Meeting/Seminar: \_\_\_\_\_ Arts/Cultural  
Classes \_\_\_\_\_ Other: \_\_\_\_\_

If classes or other, please describe: \_\_\_\_\_  
Event to be listed as: \_\_\_\_\_

#### REQUESTED DATES:

First Choice

Event begins on: \_\_\_\_\_  
*Day* *Date*

Event ends on: \_\_\_\_\_  
Event ends on: \_\_\_\_\_  
*Day* *Date*

Second Choice

Event begins on: \_\_\_\_\_  
*Day* *Date*

Event ends on: \_\_\_\_\_  
Event ends on: \_\_\_\_\_  
*Day* *Date*

What time will your event start? \_\_\_\_\_ AM / PM

What time will your event end? \_\_\_\_\_ AM / PM

What time will you need access to the Ali for setup? \_\_\_\_\_ AM / PM

What time will your breakdown and clean-up end? \_\_\_\_\_ AM / PM

What is your anticipated attendance? \_\_\_\_\_

#### ADDITIONAL INFORMATION

Will alcohol be served at your event? \_\_\_\_\_ YES/NO

If yes, State and local laws apply with regards to alcohol consumption.

Will alcohol be sold at your event? \_\_\_\_\_ YES/NO

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 30 days in advance of the event.

Will food be served at your event? \_\_\_\_\_ YES/NO

Will food be sold at your event? \_\_\_\_\_ YES/NO

Will you be charging admission or selling tickets to your event? \_\_\_\_\_ YES/NO

Will there be any rental equipment at your event? \_\_\_\_\_ YES/NO

Will there be A/V or other electronic equipment at your event? \_\_\_\_\_ YES/NO

Will there be live entertainment at your event? \_\_\_\_\_ YES/NO

Will there be decorations other than free standing or tabletop? \_\_\_\_\_ YES/NO

If alcohol is sold at your event, proper documentation and licenses must be provided to Bailey Contemporary Arts at least 60 days in advance of your event.

If any rental equipment is brought into your event, a floor plan must be provided to Bailey Contemporary Arts for approval at least 45 days in advance of your event.

Excluding table top décor, all other decoration must be detailed in a floor plan for approval by Bailey Contemporary Arts at least 45 days prior to your event.

The name and telephone number of all vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the City at least 60 days in advance of your event, along with any required licenses, permits, etc. Valet service, delivery trucks, catering vans, etc. must utilize metered parking.

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## FACILITIES USE AGREEMENT

**Applicant have received and read this Application and Facilities Use Agreement, and the included event guidelines and the rules and regulations for use of Bailey Contemporary Arts; Applicant understand and agree to all the terms and conditions for use of Bailey Contemporary Arts; Applicant is aware that if any of these rules and regulations is violated, Applicant will be charged accordingly and such violations will be strictly enforced. Applicant understand and agree that Applicant shall be and will remain solely and fully responsible for compliance with all the terms and conditions of this Application and Facilities Use Agreement, and that Applicant shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of Bailey Contemporary Arts as provided herein. If Applicant is signing on behalf of an applicants organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.**

**In consideration of the opportunity afforded the Applicant to use Bailey Contemporary Arts for the event described in this Application and Facilities Use Agreement, the Applicant does freely agree to make the following contractual representations and agreements.**

Applicant agrees to indemnify, defend and hold harmless the Pompano Beach Community Redevelopment Agency, its officers, agents, employees, and volunteers (the CRA) and the City of Pompano Beach, its officers, agents, employees, and volunteers (the City), from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the use by Applicant of Bailey Contemporary Arts and resulting or accruing from any error, omission, conduct or negligent act of the Applicant in connection with the use by Applicant of Bailey Contemporary Arts. Further, Applicant hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of the use of Bailey Contemporary Arts and agrees to release, waive, discharge, and covenant not to sue the CRA or the City, or its respective officers, agents, employees, and volunteers for any and all liability or claims that may be sustained by the Applicant or a third party directly or indirectly in connection with, or arising out of, the Applicant's use of Bailey Contemporary Arts, whether caused in whole or in part by the negligence of the CRA or the City or otherwise.

By signing, Applicant agrees to have read the complete Application and Facilities Use Agreement, and fully understands the terms and understands that the Applicant has given up substantial rights by signing this Application and Facilities Use Agreement, and has signed it freely without any inducement or assurance of any nature and intends this to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agrees that if any portion of this Application and Facilities Use Agreement is held invalid, the balance shall continue in full force and effect.

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

Please return the completed application along with the \$50.00 non-refundable application fee to:

**Bailey Contemporary Arts**  
**Operated by the CRA of Pompano Beach**  
**41 NE 1<sup>st</sup> Street**  
**Pompano Beach, FL 33060**  
Phone (954) 248-0141  
Email: Bailey Contemporary Artsrentals@copbfl.com

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**FOR OFFICE USE ONLY**

**FOR OFFICE USE ONLY** Application reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bailey Contemporary Arts**

## Studio Rental Fees



STUDIO #	Sq. Ft.	Monthly	Monthly Rent + Tax
S 1	96	\$192.00	\$203.52
S 2	96	\$192.00	\$203.52
S 3	108	\$216.00	\$228.96
S 4	108	\$216.00	\$228.96
S 5	120	\$240.00	\$254.40
S 6	120	\$240.00	\$254.40
S 7	192	\$384.00	\$407.04
A	99.75	\$199.50	\$211.47
B	94.5	\$189.00	\$200.34
C	161	\$322.00	\$341.32
M1	133	\$266.00	\$281.96
M2	126	\$252.00	\$267.12
M3	196	\$392.00	\$415.52
M4	196	\$392.00	\$415.52

Note: Monthly rental fees are based on \$2/sq. ft.

**Bailey Contemporary Arts**

Gallery Fee Schedule



Bailey Contemporary Arts	Rate Category			
	Non Profits / Pompano Beach Residents	Commercial/ Corporate	Non Profits /Pompano Beach Residents where monetary profit to the organization or to any person is expected	Commercial/ Corporate where monetary profit to the organization or to any person is expected
Rental Application (non-refundable)	\$25	\$50	\$50	\$50
West Gallery Hourly Rate, Tues-Friday (min of 2 hour)	\$30	\$40	\$50	\$60
West Gallery Hourly Rate, Sunday-Monday, & Holidays (min of 2 hours)	\$60	\$70	\$80	\$100
Center & East Gallery with access to Loft/2nd Floor Hourly Rate, Tues-Saturday (min of 2 hour)	\$95	\$105	\$115	\$125
Center & East Gallery with access to Loft/2nd Floor Hourly Rate, Sunday-Monday, & Holidays (min of 2 hours)	\$110	\$120	\$130	\$140
All Galleries/Common Areas on 1st and 2nd Floor of BaCA, Hourly Rate, Tues-Friday (min of 2 hour)	\$125	\$135	\$145	\$155
All Galleries/Common Areas on 1st and 2nd Floor of BaCA, Hourly Rate, Sunday-Monday, & Holidays (min of 2 hours)	\$135	\$145	\$155	\$165
Loft area/2nd Floor, Tues-Sunday (min of 2 hour, during business hours only)	\$30	\$40	\$50	\$60
<b>Additional Fees</b>				
Staff assistance w/setup & breakdwon only); Up to 2 people	\$25	\$25	\$25	\$25

Note: Non-profit organizations must present IRS Determination letter and Pompano Beach residents must provide proof of residency. All items must be out of The Bailey Cultural Arts at the conclusion of the event. The CRA will charge the applicant for every hour that the items remain at facility. The above rental rates may be modified from time to time.

# BaCA

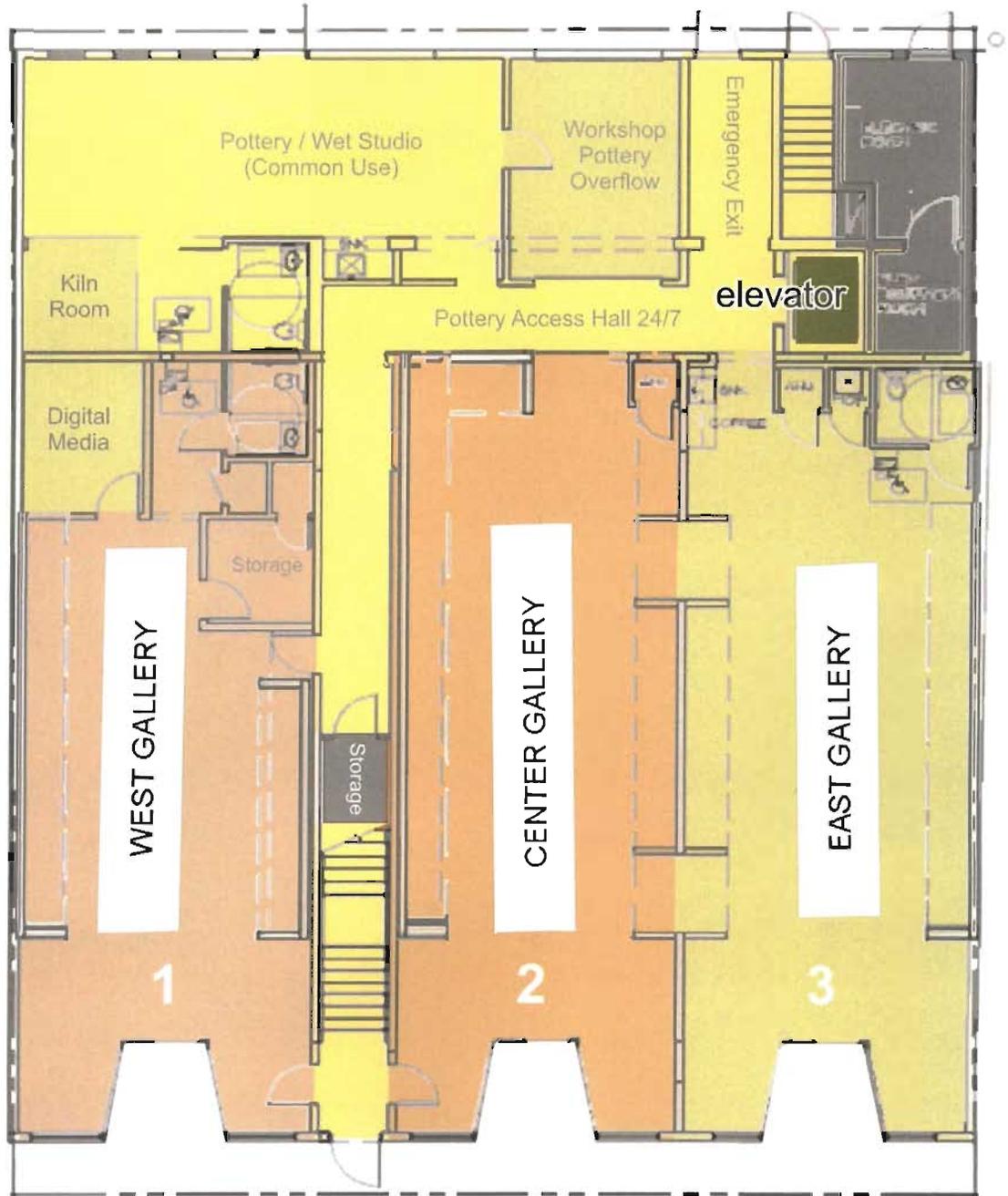
Bailey  
Contemporary  
Arts

## Artist Members and Studio Artists Map

Downstairs Wet Studio, Workshop space. With the exception of the yellow areas, most of the downstairs is closed to members and studio artists after regular hours. If you have a need to access the space, please inquire with the director or studio coordinator.

### Key

-  Locked after business hours
-  Available 24/7 with access
-  Locked after business hours
-  Locked after business hours
-  Elevator





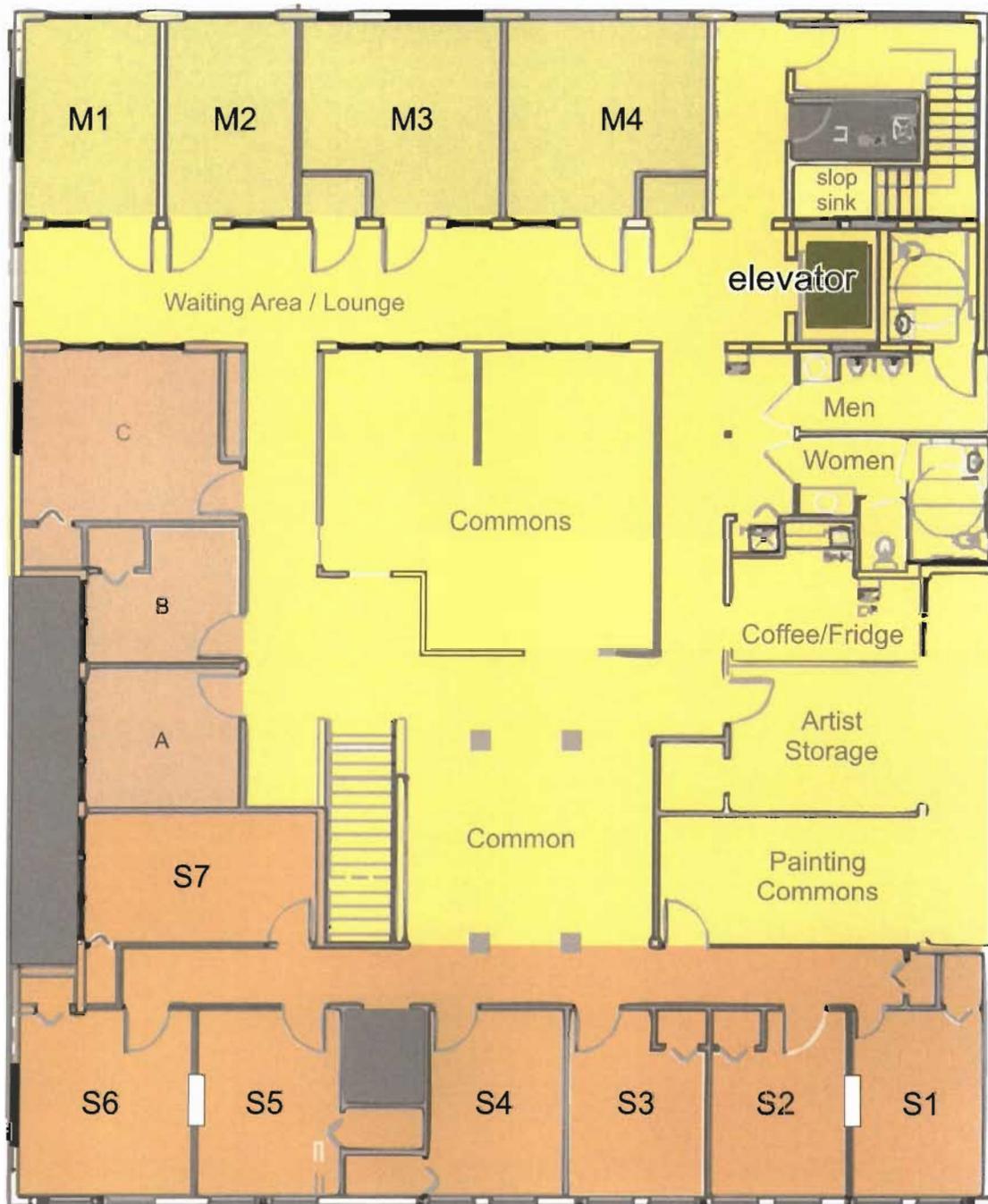
Bailey Contemporary Arts

### Artist Members and Studio Artists Map

Upstairs Studio space is common use and is sometimes reserved for special events. Upcoming events are always announced in advance. To inquire about using any space for an event of your own, please speak with the director or studio coordinator.

#### Key

- Unlocked when available.
- Available 24/7 with access code
- Unlocked when available. Off limits when occupied.
- BaCA Staff
- Elevator



# Ali Cultural Arts Center & Bailey Contemporary Arts Membership Program

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Support the Bailey Contemporary Arts and Ali Cultural Arts by becoming a member today! The Bailey and Ali are private, non-profit cultural centers and membership is our cornerstone, providing support that enables us to fulfill our mission. To learn more about how our members enjoy an array of special benefits and privileges, visit our website, download our membership brochure, or contact us for more information.

## Membership Levels and Benefits

### **Individual | \$45**

Includes the following benefits for one person:

- Invitations to members-only events
- Free or reduced admission to select programs and events at the Bailey and the Ali
- Recognition in the Annual Accomplishments Report

### **Student | \$10**

- Membership benefits (above) for one person with valid student ID

### **Household | \$75**

All benefits of the Individual, valid for two adults and all children under 18 at the same address, plus:

- Free access to family programs at the Bailey and the Ali

## **Supporter | \$150**

All benefits of the Household membership, plus:

- One invitation with guest invitation to member events
- Free subscription to Art Hive magazine

## **Contributor | \$300**

All benefits of the Supporter membership, plus:

- Two guest invitations to all member events
- One ticket to an Ali event of your choice, pending availability.

## **Patron | \$1,000**

All benefits of the Contributor membership, plus:

- Four guest invitations to all member events
- Invitation to Director's annual event
- Private tours of special exhibitions for you and your guest upon request
- VIP passes to local art fairs (*subject to availability*)
- Two tickets to the Ali event of your choice, pending availability

## **Founding Patron | \$2,500 & Above**

All the benefits of the Patron membership, plus:

- Recognition on wall space
- One Private Director's dinner with showing artist and/or VIP guests
- Opportunity to host a private event at the Bailey or the Ali
- Two exclusive VIP tickets to watch a performance at the Ali from the sound booth or other specially designated area
- Limited edition print of showing artists' work

*The Bailey and Ali reserve the right to refuse or revoke membership and/or deny admission for noncompliance with the Rules and Regulations. Purchasing or earning an annual membership does not entitle a member to renewal in a subsequent year. Memberships are not refundable and are intended for noncommercial use by individual members and cannot be transferred. Membership levels, benefits, and prices are subject to change without notice.*