

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: February 16, 2016

Agenda Item 1

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO
EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY AND ASHANTI CULTURAL ARTS AND
ENRICHMENT, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.

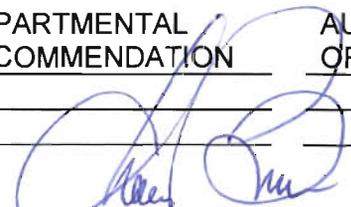
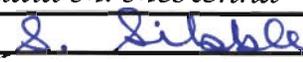
Summary of Purpose and Why:

The Pompano Beach Community Redevelopment Agency desires to enter into a lease agreement with Ashanti Cultural Arts and Enrichment, Inc. to occupy office space located at 353 Hammondville Road, also known as the Ali Cultural Arts Center (The Ali). The building renovation and site construction was completed and a grand opening event was held in November of 2015. On December 15, 2015, the CRA Board approved a Form of Application and Use Agreement, Rules and Regulations and a rental Facility Fee Schedule for The Ali. The deal terms and negotiations between CRA Staff and Ashanti Cultural Arts and Enrichment, Inc. have concluded and the Lease Agreement is presented before the CRA Board for consideration and approval. The term of the lease will be for one (1) year at a rate of \$150/month (plus tax).

CRA Staff recommends approval.

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: February 28, 2017
- (4) Fiscal impact and source of funding: N/A

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

No previous action

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u> _____	<u>Results:</u> _____	<u>Results:</u> _____
_____	_____	_____
_____	_____	_____



P. O. Drawer 1300
Pompano Beach, FL 33061

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

MEMORANDUM

Date: February 2, 2016

To: Chris Brown, CRA Co-Executive Director
Kim Briesemeister, CRA Co-Executive Director

From: Nguyen Tran, Northwest CRA Director 

Subject: Lease Agreement between Pompano Beach Community Redevelopment Agency and Ashanti Cultural Arts and Enrichment, Inc., for space located at 353 Hammondville Road (aka The Ali)

Background

Between the years of 2009 to 2013, Mobrad, LLC, a firm headed by Carlton Moore, provided community liaison and project management services to the CRA within the Northwest CRA Community. As part of the project management scope of services, Mr. Moore was tasked with finding and vetting individuals and/or organizations to lease office space within the Ali building once renovations have been completed. The vetting process resulted in two tenants, Ashanti Cultural Arts and Enrichment, Inc. and Rock Road Restoration Historical Group, Inc. Renovations were completed on the Ali site in the Fall of 2015 and a three day grand opening event was held on the weekend of November 5, 2015. At its meeting of December 15, 2015, the CRA Board approved the Form of Application and Use Agreement, the Rules and Regulations and a rental Facility Fee Schedule for The Ali.

The Cultural Arts Center was envisioned to be a cultural hub for the performing arts and the renovated Ali Building was designed to preserve the local history and promote performing arts education. The newly renovated two-story building contains a lobby area, a multi-purpose room, gallery space, a kitchen prep room, a concession room and bathrooms on the first floor. The second floor contains 4 offices, gallery space, exhibition space, conference room, a sound deck and a unisex bathroom. The CRA reserved two offices for facility management purposes; thereby leaving 2 offices available to be leased.

The CRA Board approved a Lease with Rock Road Restoration Historical Group, Inc. for one office space at their January 19, 2016 meeting. Before the CRA Board for approval is a Lease Agreement with Ashanti Cultural Arts and Enrichment, Inc. for the remaining office space





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(Office 2) in the Ali as shown on the second floor plan attached as Exhibit B to the Lease. The term of the lease will be for a period of one (1) year to begin March 1, 2016 and terminate on February 28, 2017. Rent will be assessed at \$150/month (plus tax) beginning June 1, 2016 to allow tenant additional time for move-in and to set up operations.

CRA Staff recommends approval of the Lease between the Pompano Beach Community Redevelopment Agency and Ashanti Cultural Arts and Enrichment, Inc.



RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ASHANTI CULTURAL ARTS AND ENRICHMENT, INC; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Lease Agreement between the Pompano Beach Community Redevelopment Agency and Ashanti Cultural Arts and Enrichment, Inc., relating to the property located at Ali Cultural Arts Center, 353 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of February, 2016.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

Pompano Beach Community Redevelopment Agency
ALI CULTURAL ARTS /LEASE AGREEMENT

Tenant: **Ashanti Cultural Arts and Enrichment, Inc.**
Address: P.O. Box 10646
Fort Lauderdale, FL 33010
Linda Houston Jones, President/Founder
Telephone No. (954) 482-1553

This Lease Agreement (Agreement) is entered into between **Pompano Beach Community Redevelopment Agency** ("CRA") and **Ashanti Cultural Arts and Enrichment, Inc.** (Tenant), subject to the terms and conditions set forth herein.

INTRODUCTION

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. Because of Tenant's commitment to the mission of The Ali, the CRA is willing to lease space to Tenant on the following terms and conditions:

1.0 TERM. The premises are leased on the following one (1) year term: March 1, 2016 through February 28, 2017. The Term is subject to the termination rights of the CRA.

2.0 THE FACILITIES. The CRA owns a two story building and associated facilities including a parking lot, outdoor stage, and patio audience area described on the site plan attached hereto as Exhibit "A". The facilities are called the "Ali Cultural Arts Center" (The Ali), located at 353 Dr. Martin Luther King, Jr. Blvd. Pompano Beach, Florida, 33060.

3.0 THE PREMISES. Tenant will lease office space on the 2nd floor labeled "Office 2" (the Premises). The 1st Floor Plan and Second Floor Plan is attached to this Agreement as Exhibit "B." Tenant will have access and use of the Premises subject to the Rules and Regulations of The Ali.

CRA will reserve office space labeled "Office 1" and "Office 3" on the 2nd Floor Plan shown on Exhibit "B" for management purposes. The use of shared spaces shall be by reservation appointment only and approval by the CRA. Tenant will have access to and use of space labeled "Conference Room" on the 2nd Floor Plan for a total of 3 hours per month and coordinated through the Ali Director as part of the Lease Agreement. Tenant will also have access to space labeled "Coffee" on the 1st Floor Plan as attached here to as Exhibit "B".

4.0 RENT. Monthly rent shall be paid by the Tenant to the CRA for the term of this LEASE in the amount of \$150.00, plus sales tax, beginning June 1, 2016 for a total payment of \$1,350.00, plus sales tax. The monthly rental payment can be paid in person Monday through Friday 10:00am – 6:00pm and by mail at CRA, 100 NW Atlantic Boulevard, Suite 276, Pompano Beach, FL 33060.

Rent must be actually received by the CRA, or its designated agent, in order to be considered in compliance with the terms of this agreement.

5.0 CRA CONTRIBUTION TO TENANT. The CRA will furnish the interior offices/tenants office with a desk and chair. All other furniture and equipment needed for Tenant's operations to be provided by TENANT. Tenant acknowledges that the furnishings supplied by the CRA remain the property of the CRA.

6.0 SECURITY DEPOSIT. The CRA shall hold a security deposit in the amount of \$100.00, in a separate account in a Florida banking institution as required by Florida Statutes Section 83.49 and at the termination of the agreement, may withhold a portion of, or all of the security deposit for damage caused by Tenant, as provided by law. The security deposit shall be held by the CRA without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Tenant may not use said deposit for rent owed during the term of the lease. Within 15 days of the Tenant vacating the premises, the CRA shall furnish Tenant with a written statement indicating any amounts deducted from the security deposit and returning the balance to the Tenant.

7.0 SIGNAGE. The Tenant may elect to have the name of its organization displayed within a directory in the Lobby Reception area located towards the rear of the historic Ali Cultural Arts building. The main building signage at The Ali will be subject to City regulations and placed either on the building or on the monument sign near the sidewalk towards the front of the building.

8.0 USE OF PREMISES. Tenant shall use the Premises for the purposes listed in The Ali Cultural Arts Center Facility Application and Use Agreement attached hereto and incorporated herein by reference and at all times consistent with the mission of The Ali. As the space is located in a public facility, the Tenant shall insure that activities are accessible to the public, and that activities promote and appeal to the diverse demographics of Pompano Beach's population. Tenant shall insure a high quality and variety of cultural events, performances, workshops, and exhibits. Prior to commencing any use other than those described herein, the Tenant shall first obtain the written consent of the CRA. Tenant shall not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body. Tenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to the CRA or Ali's other tenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Facilities and/or the Premises. Tenant shall not use or permit the use of the Premises or any part thereof for any religious or social service programming.

Tenant shall reserve any shared spaces for Tenant's cultural activities with the CRA's prior written approval.

8.1 Tenant acknowledges and agrees that, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, or times of emergency, the building in which the Premises are located shall remain open to the public from Tuesday through Saturday or by appointment and that the general public shall have secure access to the Premises at above listed days of operation.

9.0 Insurance. Tenant shall, at its expense, procure and continue in force commercial general liability insurance with a limit of not less than Two Hundred Thousand (\$200,000) Dollars per occurrence, Three Hundred Thousand Dollars (\$300,000) in the annual aggregate, or such greater amounts as may be required by the CRA from time to time in accordance with industry standards. All personal property of Tenant located in the Premises shall be placed therein at Tenant's sole risk and the CRA shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Tenant. Tenant shall also procure and maintain throughout the Term a comprehensive property policy, including special perils insuring all of Tenant's property and all improvements in an amount which will insure the replacement value of Tenant's property and the improvements. In addition, if the Tenant intends to serve alcoholic beverages at any of its events, functions and lectures, Tenant shall procure and continue in force a Host Liquor Liability policy with a limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, One Million (\$1,000,000) Dollars in the annual aggregate, or such greater amounts as may be required by Tenant from time to time in accordance with industry standards.

Any insurance policies hereunder will name the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach as additional insureds and Tenant will furnish the CRA and City of Pompano Beach evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by CRA. All such policies shall specify that the insurer shall have no right of subrogation against CRA and the City of Pompano Beach for payments of any premiums or deductibles there under and such insurance policies shall be assumed by, credited to the account of, and undertaken at the insurers' sole risk. All such insurance will be with an insurance carrier acceptable to CRA and who must have a rating of no less than "excellent" by A.M. Bests. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to the CRA.

Upon the default of Tenant in effecting any such insurance, the CRA may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by CRA, together with the interest thereon from the date of such payment at the rate of 10% per annum, shall be additional Rent hereunder, and shall be paid with the next and subsequent installment of fixed Rent, which shall become due after such payment by the CRA, it being expressly agreed that the payment by the CRA of any such premium shall not be deemed to

waive or release the default in the payment thereof by Tenant, or the right of Tenant to take such action as may be permissible hereunder, as is the case of default in the payment of fixed Rent.

Tenant will cooperate with the CRA in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to the CRA such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Tenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, the CRA in addition to any other remedies, may, as the agent or attorney in fact of Tenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to the CRA for the collection of such insurance monies, and Tenant hereby irrevocably nominates, constitutes and appoints the CRA, Tenant's proper and legal attorney in fact for such purpose, hereby ratifying all that the CRA may do as such attorney in fact of Tenant. The CRA will cooperate with Tenant in the same manner and to the same extent as Tenant is required to cooperate hereunder.

10.0 LANDLORD'S RIGHTS & REMEDIES

10.1 DEFAULT

10.1.1 If the CRA has sent to Tenant, 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").

10.2 If Tenant should default in any of Tenant's obligations under this Lease, then the CRA may give written notice to Tenant of such default and Tenant 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 Tenant shall have abandoned the Premises, the CRA shall not be required to give any notice to Tenant or to wait any period of time, but may immediately deem this Lease terminated.

10.3 If Tenant fails to cure such default within such 7 day period, or if this is a Repeat Violation, then the CRA, at the CRA's sole option, shall have the following options:

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

10.3.2. 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 Tenant, and recover from Tenant 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.

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

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

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

10.4 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.

10.5 Tenant 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 Tenant of the Premises within the meaning of the statutes of the State of Florida.

11.0 REHABILITATION OF PREMISES

11.1 It is understood and acknowledged by Tenant that the CRA may rehabilitate the Premises or the building in which the premises are located in case of fire or other destructive disaster. During any such rehabilitation, Tenant agrees to vacate the space presently leased to Tenant to allow rehabilitation to continue in a timely fashion. Should Tenant and the CRA not agree on a space to relocate Tenant for the period of rehabilitation, then the CRA, at its sole discretion, may terminate this Lease as provided herein.

11.2 If the CRA desires to make changes to the premises because of program changes, the Tenant agrees to cooperate with the CRA in accommodating the physical changes. The CRA will provide a temporary office either within the premises or in close proximity of the premises.

12.0 HOLDING OVER. In case of holding over by Tenant after expiration or termination of this Lease, Tenant shall be deemed at sufferance and will be liable for CRA's damages due to such holdover. No holding over by Tenant after the term of this Lease shall operate to extend the Lease, except that the CRA, at its option, by written notice to Tenant, may elect to consider Tenant's withholding of the Premises as a holdover of this Lease and treat Tenant as a Tenant for another year on the same terms and conditions as are contracted in this Lease, in which case the total rental shall be double the rate stipulated herein. The foregoing shall not apply to a Tenant who has appealed an adverse jury decision during the time of such appeal and for a period of

thirty (30) days after any adverse final decision; such a Tenant shall be treated as a Tenant on a month to month basis.

13.0 INDEMNITY. Tenant hereby agrees to defend, pay, indemnify and save the Pompano Beach Community Redevelopment Agency 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 Tenant in, upon, at, or from the Premises or its appurtenances. This indemnification applies to Tenant's use of the Facilities as well as the Premises.

14.0 MISCELLANEOUS TERMS & CONDITIONS

14.1 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.

14.2 TENANT DISPUTES. Should Tenant and any other Tenant in the building in which the Premises is located be unable to agree by and between themselves as to disputes arising out of the Lease and/or the operations of the building, then in that event, the Pompano Beach Executive Director or designee, shall mediate such disagreement.

14.3 COMPLETE 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.

15.0 OCCUPANTS. The Premises shall not be occupied by any person or persons other than those designated above as Tenant or the organization's representative. Tenant shall not sublet or assign the Premises or any part thereof to any person or persons at any time.

Tenant shall abide by and comply with all rules and regulations of the CRA in respect to the Premises, and the Facilities, as well as comply with all ordinances and laws of all municipalities having jurisdiction of the Premises. No immoral or unlawful practice or act shall be committed in and upon the Premises. Tenant shall not maintain or make use of the Premises in any manner whatsoever which causes an increase in insurance rate of the Premises or the Facilities, and, in the event that Tenant does such an act and causes an increase in the insurance rate as set forth, Tenant shall immediately be liable to pay said increase to the CRA and the same shall be paid immediately upon demand. Tenant shall not do any act or thing to cause a disturbance or interfere with the other tenants, or affect the CRA in its operation and maintenance of the Facilities.

16.0 TERMINATION. Upon the expiration or any other termination of this Lease, the Tenant shall forthwith and immediately quit and surrender to the CRA the Premises in good order and condition. However, the Tenant'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 Tenant shall yield immediate possession to the CRA, and return all keys and swipe fobs.

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

Tenant 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.

17.0 EARLY TERMINATION. Tenant has the option of terminating this Lease prior to the expiration of the Term (the Early Termination Option). To exercise the Early Termination Option, Tenant must deliver to the CRA: (1) a written notice stating that Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination ("Early Termination Date"); and (2) all Rent and additional Rent due through the Early Termination Date. When Landlord acknowledges receiving the written notice and payment from Tenant, the expiration date of this Lease shall be deemed amended to be the Early Termination Date. The Early Termination Option may be exercised only if Tenant is not in default under the Lease at the time that Tenant gives notice of the exercise of the Early Termination Option. All remaining Lease terms will remain in full force and effect. If Tenant provides the notice unaccompanied by the required payments, the Early Termination Date will not be changed, and any such written notice from Tenant shall be deemed null and void.

18.0 TERMINATION FOR CONVENIENCE. The CRA shall have the right to terminate this Agreement, with or without cause, and for its convenience, upon ninety (90) days written notice to Tenant (the "Notice Period.") Tenant shall promptly deliver the Premises on or before the expiration of the Notice Period

19.0 TENANT WAIVER OF LIABILITY. The CRA and the City of Pompano Beach shall not be liable to the Tenant for any damage or injury to the Tenant or Tenant's property by reason of any failure of the CRA to keep the Premises in repair, and the CRA, the CRA or 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 resulting 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.

20.0 CONDITION OF PREMISES. Tenant acknowledges that the Premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Tenant 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. Tenant acknowledges that the CRA provides the following with the premises: electric, water, and air conditioning and office furnishings as described in Paragraph 5 above. Tenant 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 Tenant or Tenant invitees, misuse or negligence. Tenant 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 building in which the Premises is located, belongs to the CRA. Nothing whatsoever shall be placed in the common space or the exterior of the Premises without the prior written approval of CRA. Tenant is free to include in the interior of the premises any decorations or other objects of Tenant's choice, subject to this agreement and the Ali Rules & Regulations.

21.0 DESTRUCTION BY CASUALTY. In the event that the Premises may be rendered untenable by reason of fire, explosion, or any other casualty, the CRA at its option, may either repair the said 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 Tenant reasonable written notice. Furthermore, in the event that the Premises are untenable, the Tenant rent for that period of time shall be abated or apportioned.

22.0 ACCESS TO PREMISES. CRA and/or its agents shall have the right to enter the Premises during reasonable hours, to examine the same, and to show them to prospective tenants of the building, 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 or its agents shall have the right, during reasonable hours, to enter the Premises for the purpose of exhibiting same to persons desiring to rent the Premises.

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

23.0 ALTERATIONS. Tenant shall not make any alterations to the Premises, including but not limited to installing aerials, lighting fixtures, or other items without first obtaining written permission from the CRA. Tenant shall not change or install locks, paint, or wallpapers on the Premises unless approved by the CRA. Tenant shall not install blinds on glass doors without permission from the CRA, place placards, signs or other exhibits and symbols on any other place where they can be viewed by other tenants or by the general public, except for displaying artwork on the exterior wall outside of the Premises where business card holders will be provided.

24.0 REPAIRS BY THE CRA. Where a repair is the responsibility of the CRA, Tenant must notify the CRA with a written notice stating what item needs servicing or repair. Tenant must give the CRA a reasonable opportunity to service or repair said item. Under no circumstances may Tenant withhold rent.

25.0 RULES AND REGULATIONS. Tenant shall abide by The Ali Rules and Regulations.

26.0. NOTICES. All notices to the Tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the subject premises or upon personal delivery to the premises whether or not Tenant 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:

As to CRA:

Chris Brown or Kim Briesemeister
Executive Directors
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

Copy to:

The Ali Cultural Arts Center
c/o Ali Director
353 Dr. Martin Luther King Jr. Blvd.
Pompano Beach, FL 33060

Ashanti Cultural Arts and Enrichment, Inc.:

Ms. Linda Houston Jones, President/Founder
P.O. Box 100646
Fort Lauderdale, FL 33010

Email or telephone calls do not constitute notice.

27.0 UTILITIES AND MAINTENANCE. Utilities, including electricity charges for lighting, appliances, heating, ventilating, or air conditioning, water and sewer, and cleaning are provided by the CRA. The CRA will maintain the elevator, mechanical equipment, roof and other building elements.

28.0 NOTICES. Notice of the current Rules and Regulations will be given to the TENANT by the CRA, and shall be made a part of the lease agreement. The CRA shall not, however, be responsible to the Tenant for any non-observance of rules, regulations, or conditions on the part of any other Tenant. Tenant shall abide by any and all rules and regulations that apply to the Facilities.

29.0 WAIVER. Failure by the CRA and/or the City of Pompano Beach 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 or the City of Pompano Beach of such condition or right. CRA's acceptance of rent without knowledge of any default under this agreement by Tenant 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.

30.0 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 lease agreement, Tenant 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 6th day of the month, and accrue until payment and accumulated late fees are received by the CRA.

31.0 CASHIER'S CHECK. If rent is not paid when due and the CRA issues a "Notice to Pay Rent or Quit," Tenant must tender a cashier's check only. If Tenant tenders a check which is dishonored by a banking institution, then Tenant shall only tender cash or cashier's checks for all future payments. In addition, Tenant 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, over and above the rental payment that is due.

“LESSOR”

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

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: _____
Kim Briesemeister, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 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 _____, 2016 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 _____, 2016, by Kim Briesemeister, as President of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LESSEE"

Witnesses:

Ashanti Cultural Arts and Enrichment, Inc.
a Florida corporation

Margaret Gallagher
Signature

By: *Linda H. Jones*

MARGARET GALLAGHER
Print Name

Print Name Linda H. Jones

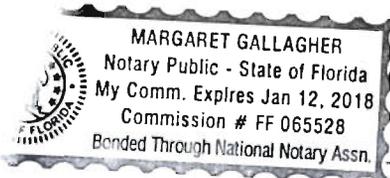
Print Title: President of
Ashanti Cultural Arts,
INC.

STATE OF BROWARD
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 5th day of
FEBRUARY, 2016
, by LINDA H. JONES, as PRESIDENT of Ashanti Cultural
Arts and Enrichment, Inc. He/she is personally known to me or who has produced
KID (type of identification) as identification.

NOTARY'S SEAL:

Margaret Gallagher
NOTARY PUBLIC, STATE OF FLORIDA



MARGARET GALLAGHER
(Name of Acknowledger Typed, Printed or Stamped)
FF # 065528
Commission Number

EXHIBIT "A"
The Ali - Site Plan

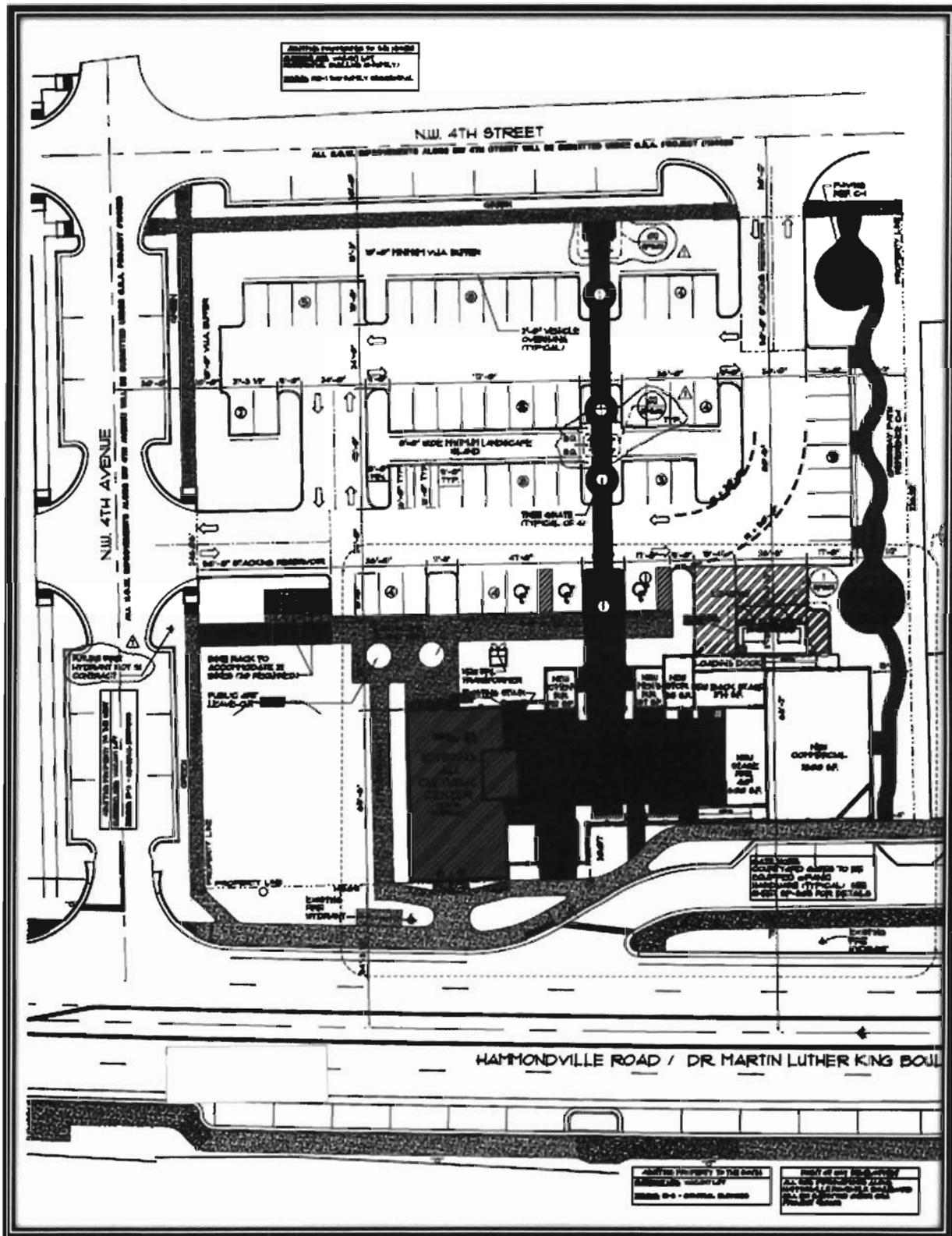


EXHIBIT "B"
The Ali - First Floor Plan

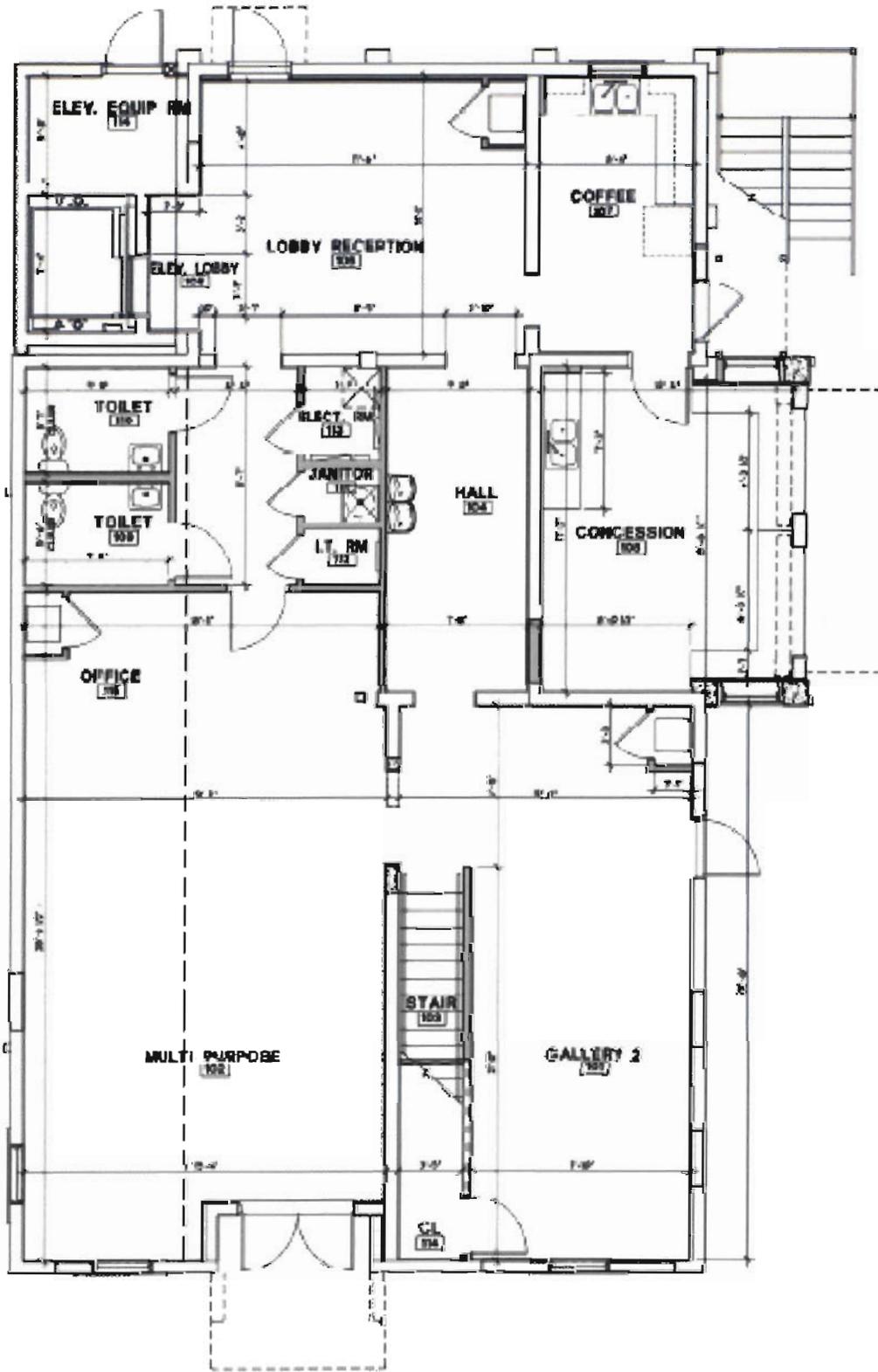
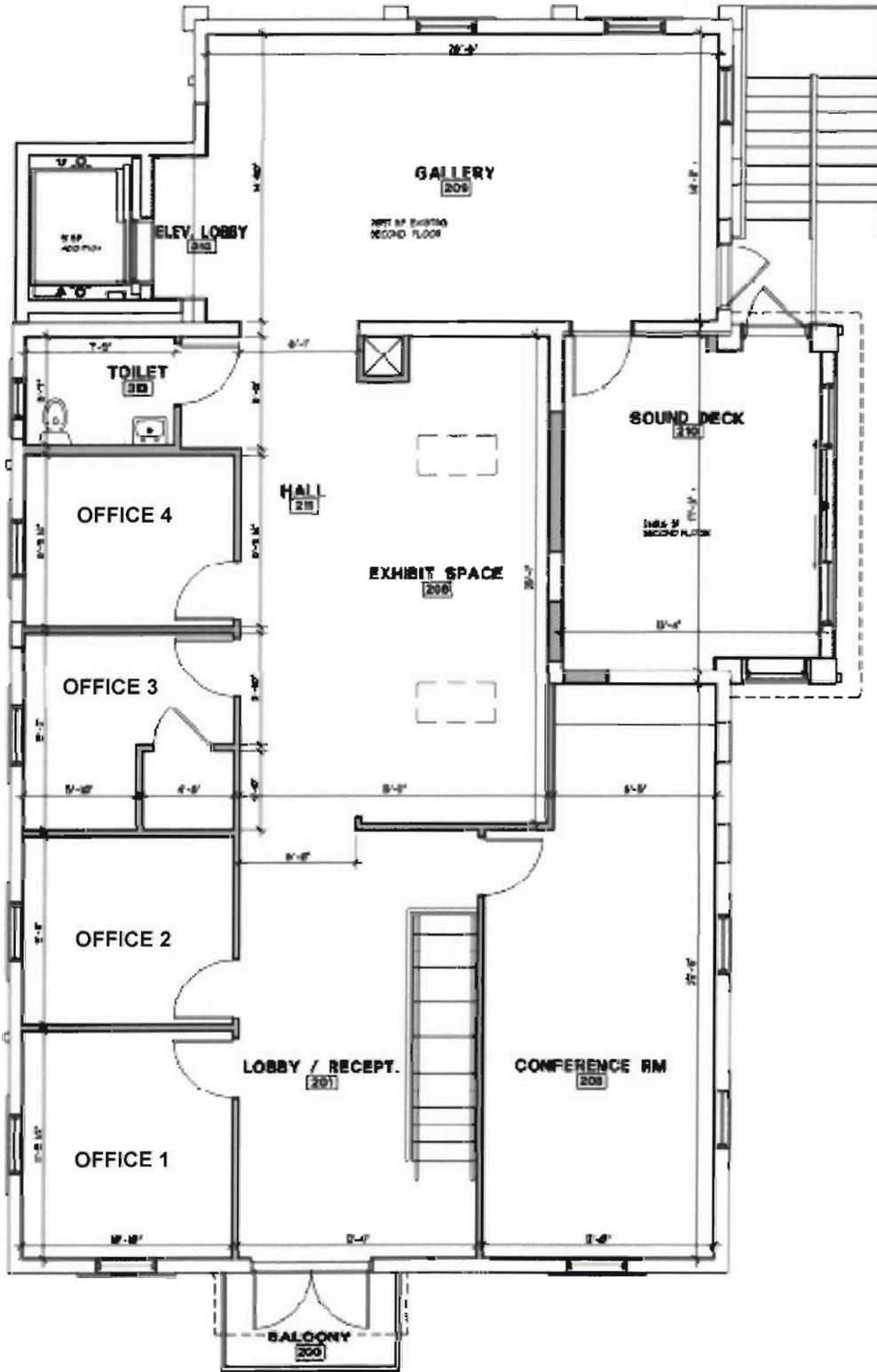


EXHIBIT "B"
The Ali - Second Floor Plan





THE ALI CULTURAL ARTS CENTER

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

APPLICATION AND FACILITIES USE AGREEMENT

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.

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.

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.

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.

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

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.

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.

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.

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: _____

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 eve(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.

FACILITIES USE AGREEMENT

Applicant has received and read this Application and Facilities Use Agreement, and the included event guidelines and the rules and regulations for use of The Ali; Applicant understands and agrees to all the terms and conditions for use of The Ali; 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 understands and agrees 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 The Ali as provided herein. If Applicant is signing on behalf of Applicant's organization or corporation, Applicant also represents that Applicant is authorized to sign the application on behalf of the organization or corporation and that Applicant's 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:

CRA Executive Director
c/o Ali Director
353 Dr. Martin Luther King, Jr. Boulevard
Pompano Beach, FL 33060
Phone (954) 786-7876
Email: info@aliarts.org

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY Application reviewed by: _____

Date: _____

Approved: _____

Notes: _____



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)	\$400	\$700	\$1,000	\$1,200
Courtyard security deposit	\$200	\$200	\$200	\$200
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 or Saturday	\$560	\$900	\$1,200	\$1,350
Additional Fees				
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
BSO Detail (1 person, minimum of 3 hours @ \$43.00/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)	\$15	\$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
Chair Set Up	\$25 flat fee	\$50 flat fee	\$50 flat fee	\$50 flat fee

**Number of Deputies required will be determined by BSO.

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.