

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
MIAMI DESIGN PRESERVATION LEAGUE, INC.
FOR THE OPERATION
OF THE MIAMI BEACH OCEAN FRONT AUDITORIUM
(A.K.A. 10TH STREET AUDITORIUM)**

THIS AGREEMENT, is made and executed as of this 1ST day of January, 2010, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and MIAMI DESIGN PRESERVATION LEAGUE, INC., a Florida not-for-profit corporation, whose principal office is located at 1001 Ocean Drive, Miami Beach, Florida 33139 ("MDPL").

RECITALS:

WHEREAS, the City is the owner of the Miami Beach Ocean Front Auditorium, located at 1001 Ocean Drive, Miami Beach, Florida, which is also sometimes commonly referred to as the 10th Street Auditorium (the "Premises"); and

WHEREAS, a sketch of the Premises is attached as **Exhibit "A"** hereto; and

WHEREAS, since its construction in 1953, the Ocean Front Auditorium has experienced a transformation due to the changing demographics of its intended users, the conditions and related amenities available to potential users, and the revitalization of South Beach through the designation of the Art Deco Historic District (as well as the subsequent designation of other local and national historic districts in the City of Miami Beach); and

WHEREAS, in recent years, the Ocean Front Auditorium has been used as a site for various special events; movie productions; a host space for community meetings and educational classes; a temporary serving location for the provision of meals to senior citizens; and as a City "command post" (for the City Administration and the Police and Fire Departments) for major special events on or near Ocean Drive, including, without limitation, the Summit of the Americas, Pow-Wow, Super Bowl, and New Years Eve; and

WHEREAS, on May 10, 2006, the Mayor and City Commission approved Resolution No. 2006-26194, approving an extensive capital renovation program for the Ocean Front Auditorium (which also included renovations to the connecting Beach Patrol Headquarters); and

WHEREAS, the renovations were substantially completed on October 2009; and

WHEREAS, MDPL is a not-for-profit organization committed to preserving, promoting, and protecting the Art Deco Historic District including, without limitation, the preservation, promotion, and protection of the Ocean Front Auditorium as a historic, architectural, educational, and cultural arts venue; and

WHEREAS, for the past twenty three (23) years, MDPL and its preceding organizations/members have raised funds and volunteered time to improve the Art Deco Historic District (including, without limitation, the Auditorium) by conducting tours and educational programs regarding the City's history and the importance of the City's architectural heritage; and

WHEREAS, in 1993, the Mayor and City Commission approved a concession agreement with MDPL for use of a portion of the Ocean Front Auditorium for the establishment and operation of an Art Deco Welcome Center; and

WHEREAS, since 1993, the Art Deco Visitor's Center has served as a central point of information for an estimated 10,000 visitors per month, responding to inquiries, and providing seminars, lectures, and guided architectural tours of the Art Deco Historic District; and

WHEREAS, on June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24482, approving an agreement with MDPL to operate and manage the entire Ocean Front Auditorium; said agreement having an initial term of three (3) years, commencing on October 1, 2001, and ending on September 30, 2004, with one two (2) year renewal term, at the City's sole discretion; and

WHEREAS, the renewal term expired on September 30, 2006, and (as set forth herein) shortly thereafter the Premises closed for renovations; and

WHEREAS, now that the newly-renovated Ocean Front Auditorium has reopened, the City and MDPL are desirous of re-establishing the parties' former joint "public/private" partnership of efforts to fully realize the Auditorium's potential; and

WHEREAS, MDPL is ready, willing, and able to operate and manage the Premises on behalf of the City; to operate and develop the Ocean Front Auditorium, in conjunction with the City, in a manner that will dramatically increase the programmatic scope of the Auditorium's contribution to the community; and (to that end) to raise substantial grant funds and private individual and corporate contributions for the aforestated purposes; and

WHEREAS, terms for a new management agreement between the City and MDPL, for the Ocean Front Auditorium, were discussed at, respectively, the September 3rd and October 29th, 2009 Finance and Citywide Projects Committee meetings; the Committee recommended approval of a five (5) year agreement, with two (2) five (5) year renewal terms (subject to the final agreement identifying measurable and determinable benchmarks for MDPL); and

WHEREAS, accordingly, the Administration and MDPL have negotiated the following Management Agreement, for an initial term of five (5) years, commencing on January 1, 2010, and ending on December 31, 2014, with an option to renew for two (2) additional five (5) year terms.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

SECTION 1.

The City hereby grants to MDPL, and MDPL hereby accepts from the City, this Agreement for the operation, management, coordination, programming, and maintenance of the Premises (as more fully described and delineated in **Exhibit "A"** hereto), in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

SECTION 2. TERM.

This Agreement shall be for an initial term of five (5) years, commencing on the 1st day of January, 2010 (Commencement Date), and ending on the 31st day December, 2014.

At the expiration of the initial term herein, and provided that MDPL (i) is in good standing and free from default hereunder, and (ii) continues to operate, manage, program, and maintain the Premises in accordance with the terms of this Agreement (including, without limitation, in accordance with the objectives and approved uses as hereinafter defined) this Agreement shall be automatically renewed for an additional five (5) year term (the first renewal term); provided further that MDPL has met/complied with the following "benchmarks, no later than ninety (90) days prior to the expiration of the initial term, which compliance by MDPL shall be demonstrated and evidenced to the City Manager's satisfaction.

The benchmarks for automatic renewal shall be as follows:

1. Development and implementation of the Art Deco Museum contemplated in Section 4.2.2(b) hereof. This benchmark shall include the development and submission, for the City Manager's review and approval, in writing, of a proposed Art Deco Museum Program Plan that provides a detailed site plan, fundraising goals, requirements, and timeline for the development of a museum that is consistent with American Association of Museums (AAM) standards. "Consistent with AAM standards" shall be further defined herein as meeting those minimum standards to receive AAM accreditation. MDPL shall raise all necessary funds, secure all necessary permits, and engage in all necessary site improvements to implement the City-approved Art Deco Museum Program Plan.
2. Increase in membership. MDPL shall increase its membership (existing as of the Commencement Date, which is 216 members) by at least fifty percent

(50%); of which at least seventy five percent 75% (of the additional members) shall be paid memberships.

3. Educational Programming. MDPL shall provide a minimum of twelve (12) educational programs each contract year during the initial term.

In the event that MDPL has not met and/or complied with all or any of the benchmarks established above, or has not demonstrated sufficient evidence of compliance to the satisfaction of the City Manager, then the first renewal term shall not be renewed automatically, but shall be subject to consideration and approval by the Mayor and City Commission, which approval, if granted at all, shall be at the City Commission's sole judgment and discretion.

At the expiration of the first renewal term, and provided that MDPL (i) is in good standing and free from default hereunder, and (ii) continues to operate, manage, program, and maintain the Premises in accordance with the terms of this Agreement (including, without limitation, in accordance with the objectives and approved uses, as herein defined), then the City Commission, at its sole judgment and discretion, may renew the Agreement for an additional five (5) year renewal term (the second renewal term).

Notwithstanding anything in this Section 2, in the event MDPL decides not to renew the Agreement, it shall provide the City Manager with written notice of its intent not to renew, at least one (1) year prior to the expiration of the initial term (or the first renewal term, as the case may be).

SECTION 3. PREMISES.

In addition to the description of the building set forth in **Exhibit "A"** hereto, the Premises shall also be deemed to include all facilities, structures, fixtures, landscaping and other improvements, whether existing as of the Commencement Date of this Agreement, or as may be constructed throughout the Term. The parties acknowledge and agree that, any improvements made to the Premises by MDPL during the Term, excluding personally (which shall be defined as any of MDPL's personal property on the Premises which is not permanently affixed or is otherwise removable without damage to the Premises including, without limitation, furniture, trade fixtures, and equipment owned by MDPL), shall become the sole and exclusive property of the City and, upon request by the City Manager or his designee, MDPL shall promptly execute a bill of sale (or such other document as may be required by the City Manager) effectuating and memorializing such proof of ownership by the City.

MDPL WARRANTS AND REPRESENTS THAT IT ACCEPTS THE PREMISES IN THEIR "AS IS" "WHERE IS" CONDITION, WITHOUT ANY REPRESENTATION(S) OR WARRANTY(IES) OF ANY KIND OR NATURE WHATSOEVER BY THE CITY, WHETHER AS TO THEIR CONDITION, OR AS TO THE USE OR OCCUPANCY WHICH MAY BE MADE THEREOF.

SECTION 4. OBJECTIVES / APPROVED USES.

4.1 Objectives.

4.1.1 The Miami Beach Ocean Front Auditorium, with its clearly defined cultural arts theme, shall be geared toward all age groups, from children to senior citizens (as more fully described and delineated in **Exhibit "B"** attached hereto, entitled "Art Deco Visitor's Center Business Plan").

4.1.2 MDPL shall provide, at no cost to the City, the furniture, equipment, personnel, maintenance, and security, as required and necessary to support the approved uses (as hereinafter defined, and including, without limitation, the facilities and programming identified in **Exhibit "B"**), and as required and necessary to operate, manage, maintain, and program a first-class, top quality multi-purpose cultural, social, recreational, and educational public facility within and befitting the City's crown jewel, its Art Deco Historic District.

4.1.3 Intentionally Omitted.

4.1.4 Intentionally Omitted.

4.1.5 MDPL shall keep the museum portion of the Premises open and free to the general public, during the hours of operation prescribed in this Agreement.

4.1.6 Intentionally Omitted.

4.1.7 Intentionally Omitted.

4.1.8 MDPL agrees that the Premises shall be appropriate in programming for the Art Deco Historic District where they are situated.

4.1.9 Intentionally Omitted.

4.1.10 Intentionally Omitted.

4.1.11 Intentionally Omitted.

4.2 Approved Uses.

4.2.1 Generally. MDPL shall operate, manage, maintain, and program the Premises as a public multi-purpose community resource centered on an outstanding cultural and historic exhibition, archive, and educational center which shall provide:

- a. enjoyment of all of the City's architectural historic districts;

- b. education for children and adults;
- c. an enjoyable venue for visual and performing arts, special events, and community meetings;
- d. a catalyst for community promotion of historic preservation, architectural quality, beautification, and aesthetic improvement of the City; and
- e. a popular and memorable tourist destination.

The City and MDPL intend that the activities programmed in and pertaining to the Premises shall continuously increase in scope and number so that the Art Deco Historic District and all the City's other historic districts and properties favorably impact an increasing number of residents and visitors.

4.2.2 Specifically. The Premises shall include the following programs, services, activities, and uses:

- a. Art Deco Visitor's Center, offering information and services for visitors and tourists, including hotel bookings, excursions, dining recommendations, brochures, maps, pamphlets, and general information, and such other related services as would be customarily offered in welcome centers in first-class, high end tourist destinations. Should a third-party entity be contracted by MDPL to operate and manage the Art Deco Visitor's Center, such third-party entity and its agreement with MDPL shall be subject to the prior review and written approval of the City Manager.

- b. Art Deco Museum, telling the story of the Art Deco District by providing materials on display. The Art Deco Museum shall be developed consistent with AAM standards (as defined in Section 2(1) hereof). A permanent collection will interpret and explain the three (3) major architectural styles found in the District (Mediterranean Revival, Art Deco, and MiMo). In addition to a permanent collection, short-term exhibitions (lasting from one (1) to six (6) months) will offer deeper looks at selected topics, and offer visual artists in the South Florida area (who draw inspiration from the District and its history) exhibition space to show and sell their work (subject to obtaining the prior written approval for such proposed sale from the City Manager or his/her authorized representative).

- c. Art Deco Lecture and Film Hall.
A multi-purpose space (i.e. "black box") within the Premises will be equipped with audio-video capability, flexible seating arrangements, and sliding panels that will allow the space to be used as an enclosed lecture hall(s) or screening room(s) or that, when fully opened, may be used as additional exhibition space for the museum. Lectures, on a variety of

topics and themes, will continue to be a core element of MDPL's public programming. Additionally, it is envisioned that other organizations will be able to present lectures in this space (under the auspices of MDPL). The screening room(s) will screen films made during the first part of the 20th Century; present documentaries related to the period; and also screen works through partnering with the Wolfsonian FIU, the Louis Wolfson II Media History Center, and other South Florida film and video archives.

d. Barbara Capitan Research Archives.

This collection would be permanently housed on the Premises and available, by appointment, to scholars or researchers with an interest in Capitan's legacy and the history of the Preservation Movement in Miami Beach.

e. Art Deco Academy / Tour School.

The Academy will offer residents and other interested persons the opportunity to learn more about the City and the Art Deco style. The Tour School will continue to recruit and train volunteers for MDPL's walking tours of the Art Deco District.

f. Preservation Education.

(i) Elementary through High School:

Using a curriculum designed in partnership with local schools, students will participate in guided explanations of the history surrounding them. The preservation education program will also be used to develop and train a group of student volunteers that will undertake an updated survey of the National Register District.

(ii) College and Adult Continuing Education:

In collaboration with the Florida International University School (FIU) of Architecture, MDPL will implement a four (4) week seminar program for architecture and urban planning students to study in Miami Beach to learn about the City's architectural styles, and explore the impact of historic preservation and its effect on economic revitalization. MDPL will supervise FIU architecture students who, in conjunction with MDPL, will design and construct a scale replica of the Art Deco Historic District. It is anticipated that this project will commence and be completed during the Term (in four (4) phases, within two [2] academic years).

- g. Official Art Deco Gift Shop, will provide for sale of affordable and authentic Art Deco and Art Deco-themed merchandise including jewelry, clothing, artworks, and souvenirs, as well as books, CD's and DVD's providing information/understanding of Art Deco, generally, and as it relates to the City. The Gift Shop shall also serve as the ticketing location for MDPL's Historic District architectural tours and for obtaining self-guided audio tours in a language other than English.

h. MDPL Administrative Offices.

i. Facility Rental / Space Utilization.

The Premises will also be available for third party rentals for limited private events such as wedding ceremonies and receptions, baptisms, bar/bat mitzvahs, birthdays, graduations, and other similar social events; ancillary events, group meetings, and social functions related to convention and meeting business; public meetings; and educational and/or cultural events/programs/performance that are intended to be open and available to the general public (hereinafter such intended third party use of the Premises may also be referred to herein, individually, as an "event" or, collectively, as the "events.") MDPL shall follow and adhere to rental rates and policies and procedures which shall be mutually developed by MDPL and the City and subject to final approval by the City Manager; and which approval shall be obtained no later than six (6) months following the Commencement Date. The City approved rental rates and policies and procedures shall be attached as **Exhibit "C"** hereto. The City reserves the right to amend said rental rates and other policies and procedures, in its sole discretion.

Notwithstanding the City approved policies and procedures (to be attached as **Exhibit "C"** hereto), or any other term or condition of this Agreement, any use of the Premises (or any portion thereof) for an event(s) identified in this subsection 4.2.2(i) shall also be subject to the following scheduling requirements:

- (i) Renters of the Premises (excepting the City) shall be required to provide certificates of insurance (evidencing appropriate insurance coverage), as determined by the City's Risk Manager (and referenced within the attached **Exhibit "D"**). Copies of these certificates shall be furnished to the City Manager or his designee. Coverage shall be kept in full force at all times throughout the period of intended

use. All such liability policies shall name MDPL and the City of Miami Beach, Florida as additional insured.

- (ii) In booking such events, MDPL shall use reasonable commercial efforts to schedule the event outside of the regular hours of operation of the museum and/or the Visitor's Center(as defined in Sections 4.2.2 (a) and (b)), so as not to interfere with the use of those portions of the Premises for their respective public purpose.

- (iii) For events which are scheduled to be held during all or any portion of the museum and/or Visitor's Center's regular hours of operation, and that will require a closure of all or a portion of those public areas, MDPL shall be limited to scheduling a maximum of six (6) such events per contract year during the Term hereof. Approval of any events which exceed the annual permitted maximum number shall be subject to the prior written approval of the City Manager, which approval, if given at all, shall be at the City Manager's sole judgment and discretion. A written request must be submitted by MDPL no later than thirty (30) days prior to the requested date of the event but, in all cases, no later than the execution of any third party agreement between MDPL and the proposed renter. The notice shall also contain the name of the event; the type of event and a brief description; the scheduled date and time; and the area of the Premises to be utilized (and whether the event shall require the use of all or any portion of the museum and/or Visitor's Center). The notice shall certify that MDPL has utilized any and all best efforts to schedule the event outside of the regular operating hours of the museum and/or Visitor's Center, and shall further set forth the reason(s) and necessity for having the event during their respective hours of operation. Notwithstanding, the City Manager or his/her authorized representative may determine that such events (whether the minimum number permitted or any additional events submitted for approval) require a Special Events permit from the City and compliance with the City's Special Events Requirements and Guidelines.

- (iv) Renters/owners of the Premises shall be entitled to secure their own food and beverage catering service for the event. Notwithstanding, MDPL may provide to

such renters/users a list of "preferred" vendors that are familiar with the premises.

Hereinafter, the City approved programs, activities, services, and uses by MDPL of the Premises, as set forth in subsections (a) – (i) above, shall be collectively referred to as the "uses" and/or the "approved uses".

- j. Fundraising events for MDPL which are scheduled to be held during all or any portion of the museum and/or Visitor Center's regular hours of operation shall be limited to a maximum of five (5) such events per contract year during the Term hereof. Approval of any MDPL fundraising events which exceed the annual permitted maximum number of fundraising events shall be subject to the prior written approval of the City Manager, which approval, if given at all, shall be at the City Manager's sole judgment and discretion. Notwithstanding, the City Manager or his/her authorized representative may determine that such events (whether the minimum number permitted or any additional events submitted for approval) require a Special Events permit from the City and compliance with the City's Special Events Requirements and Guidelines.

- k. Additionally, subject to MDPL's obtaining the prior written approval of the City Manager or his/her authorized representative and, if deemed required by the City Manager or his/her representative (as a condition of any such City approval), subject further to MDPL obtaining a Special Events permit from the City and compliance with the City's Special Events requirements and guidelines, MDPL shall be entitled to the periodic limited, non-exclusive use of that certain public outdoor area situated between the 10th Street Auditorium and the Beach Patrol Headquarters building, which outdoor area is also commonly referred to as the "breezeway" and is generally described in the sketch attached as **Exhibit A-1** hereto.

4.3 Art Work and Exhibitions.

- 4.3.1 With the exception of the Gift Shop and art work displayed in the short term exhibits by local visual artists (as one of the uses of the Museum pursuant to Section 4.2.2(b)), any art work or any other goods/objects/materials (which may include, without limitation, historical documents and artifacts, antique furnishings and/or other period goods such as antique jewelry and clothing), intended for display and exhibition on the Premises, including, without limitation, art work exhibited or displayed in the Art

Deco Museum, not included within the preceding exception, shall be for public cultural purposes only and shall not, under any event or circumstances, be displayed, exhibited, or otherwise utilized or associated in connection with any commercial purpose whatsoever.

4.3.2

WITH THE EXCEPTION OF THE GIFT SHOP AND ART WORK DISPLAYED AS PART OF THE SHORT TERM EXHIBITS BY LOCAL VISUAL ARTISTS (AS ONE OF THE USES OF THE MUSEUM PURSUANT TO SECTION 4.2.2(b)), AND WHICH SALE HAS BEEN APPROVED BY THE CITY MANAGER PURSUANT TO THE PROCEDURES THERETO), THERE SHALL BE NO SALE OF ART WORK OR OF ANY OTHER GOODS/MATERIALS/OBJECTS DISPLAYED AND/OR EXHIBITED ON THE PREMISES, DURING SUCH TIME AS SAID ART WORK (OR ANY OF SAID OTHER GOODS/MATERIALS/OBJECTS) IS/ARE PHYSICALLY ON THE PREMISES, NOR SHALL ANY RELATED MATERIALS AND/OR DOCUMENTS ISSUED BY MDPL AND/OR ANY THIRD PARTIES WITH REGARD OR IN RELATION TO THE ART DECO VISITOR'S CENTER OR THE PREMISES REFERENCE THAT ANY ART WORK OR OF ANY OTHER GOODS/MATERIALS/OBJECTS EXHIBITED OR OTHERWISE DISPLAYED ON THE PREMISES IS INTENDED OR OFFERED FOR SALE OR RE-SALE, OR FOR ANY COMMERCIAL USE, ACTIVITY, OR PURPOSE. MDPL HEREBY WARRANTS, REPRESENTS AND COVENANTS THAT THE SOLE AND PRIMARY USE OF THE PREMISES SHALL BE AS A PUBLIC CULTURAL FACILITY OF THE CITY OF MIAMI BEACH (AND NOT AS A PRIVATE OR QUASI-PRIVATE COMMERCIAL ART GALLERY WHERE EXHIBITED ART WORKS (OR OF ANY OTHER GOODS/MATERIALS/OBJECTS ARE INTENDED TO BE EXHIBITED FOR SALE OR RE-SALE). ANY VIOLATION OF THIS SECTION BY MDPL SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT.

4.3.3

Notwithstanding Sections 4.3.1 and 4.3.2, the parties acknowledge that MDPL, and/or third parties (renters/users) scheduled through MDPL, may hold certain events on the Premises which entail the

limited sale of goods and services, and which may include the sale of art work (and/or other goods and services), as part of a "silent auction" (or similar event) for charitable or fundraising purposes. Such events shall be expressly excluded from the prohibition against the sale of art work (and other goods/materials/objects) on the Premises (pursuant to Sections 4.3.1 and 4.3.2); provided, further, that the event (silent auction or charity/fundraiser) in question is directly related to the primary/main event held and/or booked on the Premises and, accordingly, shall terminate upon the conclusion of the primary/main event.

4.3.4

MDPL shall be solely responsible (including, without limitation, any and all costs associated therewith) for insuring and securing any art work displayed and/or exhibited on the Premises.

SECTION 5. OPERATION AND MANAGEMENT OF THE PREMISES.

- 5.1 Subject to the objectives and approved uses in Section 4, and any and all other terms, limitations and required approvals contained in this Agreement, MDPL is authorized and required, and shall have the right to:
 - a. Manage and operate the Premises, and MDPL's activities, services, and programs thereon, for the purpose of coordinating, implementing, and supervising all approved uses;
 - b. Maintain and provide for the day-to-day maintenance and housekeeping of the Premises;
 - c. Supervise and direct all MDPL employees, officers, agents, contractors, volunteers, invitees, visitors, and guests on the Premises;
 - d. Maintain detailed, accurate and complete financial and other records of all of its activities under this Agreement in accordance with generally accepted accounting principles. All financial records maintained pursuant to this Agreement shall be retained by MDPL as long as such records are required to be retained pursuant to Florida Public Records Law, and shall be made available upon reasonable notice by the City;
 - e. Develop and implement programs and activities which support and promote the objectives and approved uses (as set forth in Section 4); and

f. Coordinate and cooperate with the City for use of the Premises by the City, as set forth in Section 10 hereof, which coordination and cooperation shall not be unreasonably withheld or delayed.

5.2. The parties agree and acknowledge that, in furtherance of, and consistent with, the objectives and approved uses, MDPL and the City may agree to mutually coordinate, sponsor and provide certain additional recreation and leisure activities and/or programs on the Premises. The City and MDPL shall mutually agree upon and approve any such activities and/or programs in advance of their implementation; the programs and/or activities must be consistent with the operation of Lummus Park and the Premises; and may not materially interfere with the operations of Lummus Park and the Premises. Subject to the preceding criteria, MDPL and the City further agree that each party will be responsible for its respective costs associated with the provision of said activities and/or programs.

5.3. MDPL shall be solely responsible for procuring, negotiating, executing, administering, and assuring compliance with any and all contracts including, without limitation, any contracts or agreements related to i) the use of the Premises for exhibitions, including, without limitation, display and exhibition of art work and/or historic objects, artifacts, and materials and any other goods to be displayed or exhibited on the Premises (whether for a specific exhibition or otherwise); and/or ii) third party rental and/or use of all or any portion of the Premises (excluding any City use(s) thereof). Prior to the Commencement Date, MDPL shall submit its proposed standard form contracts for, respectively, i) exhibitions; ii) display and exhibition of art work and/or historic objects, materials and any other goods (if not part of an exhibition); and iii) third party rental/use of the Premises, to the City Manager, for his review, comment, and approval. Once approved, MDPL shall use such forms in furtherance of its objectives and approved uses hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

MDPL shall also require all users of the Premises to execute (among the terms of the aforestated form contract or in a separate written instrument) an agreement to indemnify defend and hold harmless the City.

MDPL shall not rent, license or allow the use of all or any portion of the Premises to other than short-term users except as otherwise provided for in Section 4.2.2(a). MDPL shall require that all users of the Premises provide certificates of insurance evidencing appropriate insurance and any other insurance required by the applicable form agreement. Copies of these certificates shall be furnished to the City Manager or his designee prior to any exhibition or third party use. Such insurance shall be kept in force at all times by all licensees, users, lessees, concessionaires or any and all other such third parties. All liability policies shall name the City of Miami Beach, Florida and MDPL as additional insureds.

5.4 The City Manager shall have the right to prohibit certain events or uses, including exhibitions, from occurring on the Premises, upon the City Manager's reasonable determination that such event, use, or exhibition might present unreasonable safety concerns, or be a threat to the health, safety and morals of the public. Notice of any such determination shall be sent by written notice to MDPL within fourteen (14) days after the City Manager has received the booking report from MDPL (as required under Section 5.6) that identifies the potential event, use, or exhibition and, if such determination is not delivered within such fourteen (14) day period, then the event, use, or exhibition may be held. Similarly, the City Manager shall have the right to remove or relocate the exhibition of a particular art work or other work (whether in conjunction with an exhibition or otherwise) from public display if, upon the City Manager's reasonable determination, such art work or other work might present unreasonable safety concerns or be a threat to the health, safety and morals of the public.

5.5 With regard to any use of the Premises (whether currently contemplated in this Section 4 or as may be subsequently proposed), in the event that MDPL seeks to use the Premises for additional programs, services, activities, and uses which are materially different than the approved uses (as enumerated in Section 4.2.2), then each such proposed new program, service, activity and use must be (i) consistent with the approved uses (as defined herein), and (ii) subject to the prior written approval of the City Manager. MDPL shall request such approvals in writing thirty (30) days prior to the proposed first date of such program, service, activity and use. The City Manager shall have fourteen (14) days from the date of receipt of the written request to reply in writing to MDPL. Any and all approvals shall not be unreasonably withheld or delayed. In the event of approval by the City Manager, all such new programs, services, activities, and uses shall be memorialized by the writing approving such programs, services, activities, and uses; sent to MDPL; and incorporated with the other approved uses in this Agreement (as evidenced by the City writing approving same).

5.6 MDPL shall provide the City Manager or his designee with a quarterly written report of all events, scheduled in the Premises for the up-coming quarter and, with each such report, shall also report on the events which actually occurred during the previous months, and the number of persons participating in those events.

5.7 The Premises shall be used by MDPL solely and exclusively for the approved uses set forth in Section 4.2 (or such other uses as may be approved by the City pursuant to the established procedures in Section 5.5). It is understood and agreed that the Premises shall be used by MDPL during the Term of this Agreement only for the purposes and/or uses described in (and/or otherwise approved pursuant to) Section 4.2, and for no other purposes or uses whatsoever. In the event that MDPL uses the Premises for any purpose(s) and/or use(s) not expressly

permitted in Section 4.2, such use(s) shall be considered a default under this Agreement, and the City shall be entitled to all remedies, including termination of this Agreement, as set forth in Section 27 hereof. In addition, notwithstanding any other term of this Agreement, the City shall be entitled to seek immediate relief, whether at law or equity, to restrain such improper use(s).

5.8

Hours of Operation.

The City and MDPL agree that normal hours of operation for the Premises shall be as follows:

Art Deco Visitor's Center Museum

Tuesday – Sunday: 10:00 AM – 4:00 PM

Art Deco Visitors Center

Monday - Sunday: 10:00 AM – 4:00 PM

Art Deco Visitor's Center Gift Shop

Sunday – Wednesday: 10:00 AM- 7:00 PM

Thursday – Saturday: 10:00 AM – 10:00 PM

MDPL Administrative Offices

Monday – Friday: 10:00 AM – 4:00 PM

The parties recognize and acknowledge that, under certain circumstances (i.e. certain events under Section 4.2.2(i), MDPL's fundraisers (Section 4.2.2(j)), a City use, or approved special events), MDPL may be permitted to extend its hours of operation for all or a portion of the Premises during the duration of the actual event. However, any prolonged extension of any or all of the hours of operation for the Premises shall be subject to the prior written consent of the City Manager (which consent shall not be unreasonably withheld or delayed).

In no event shall the Premises' normal hours of operation (as set forth above) be shortened without the prior written consent of the City Manager.

SECTION 6. **REVENUE FROM PREMISES-RELATED ACTIVITIES/FINANCIAL RECORDS AND REPORTS.**

6.1

Revenue from Premises-Related Businesses/Activities.

The City acknowledges that MDPL may derive revenues from activities it conducts on the Premises, including, without limitation, third party rental of the Premises (as contemplated in Section 4.2.2(i)), the gift shop, classes, and tours. MDPL acknowledges that any and all such revenue generating activities conducted from or on the Premises shall be directly related to and consistent with the objectives and approved uses in Section 4. Any revenue generating activities conducted (or contemplated to be conducted) from or on the Premises shall first be approved, in writing, by the City Manager, prior to commencement of same; which approval, if

given at all, shall be at the City Manager's sole discretion. Said approval shall initially be obtained concurrent with the execution of this Agreement by the parties, by submittal of proposed uses/business(es) to be conducted by MDPL on the Premises, which submission shall be attached and incorporated as **Exhibit "B"** hereto. Thereafter (and subject to approval by the City Manager), said exhibit may be updated in writing by the parties, to include any approved new use(s)/business(es) on the Premises.

6.1.2 Cessation/Suspension of Approved Use(s) and/or Business Activity(ies).

Notwithstanding anything contained in this Agreement, in the event that a particular use and/or revenue generating activity has been approved by the City Manager, and the City Manager thereafter, upon reasonable inquiry, determines that the continuation of such use and/or activity is, or may be, inconsistent, contrary to and/or detrimental to the objectives and approved uses set forth in Section 4; and/or to the health, safety and/or welfare of the City's residents and visitors; and/or incompatible with the public recreational purposes and character of the Premises, then the City Manager, upon thirty (30) days prior written notice to MDPL, may revoke, suspend, and/or otherwise disallow the objectionable use and/or revenue generating activities, and MDPL shall immediately cease and desist in providing, and/or continuing with, said use and/or activities within the time period and in the manner prescribed in the City's notice. In the alternative, the City Manager may allow MDPL to continue with the subject uses, or activity(ies), subject to such additional guidelines, as may be determined and established by the City Manager, in his/her sole and reasonable discretion and judgment.

6.2

Financial Records and Reports.

MDPL shall maintain on the Premises; or (if different) at the location set forth in the Notices section of this Agreement; or at such other location within Miami-Dade County, Florida, true, accurate, and complete records and accounts of all receipts and expenses for any and all uses, services, programs, events, and activities (including, without limitation, all revenue generating activities) conducted on the Premises, and shall give the City Manager or his/her authorized representative access during normal business hours to examine and audit such records and accounts.

Throughout the Term, and no later than one hundred and twenty (120) days following the closing of the City's fiscal year (October 1st – September 30th), MDPL shall provide the City Manager with an annual report of all uses, services, programs, events and activities (including, without limitation, all revenue generating activities broken down into the percentage categories set forth in Section 6.3 hereof) conducted on the Premises for the prior year, along with audited financial statements. Said

statements shall be certified as true, accurate and complete by MDPL and by its certified public accountant.

- 6.3 All revenues received by MDPL in connection with any approved use and/or revenue generating activity shall be retained by MDPL, to be used and/or dedicated exclusively for the following purposes: 1) fifty percent (50%) of revenues shall be used to fund MDPL's management, operation, maintenance and programming of the Premises, as contemplated in the Agreement, and 2) fifty percent (50%) shall be used to support MDPL's educational and advocacy programs. ~~In the event that revenue pertaining to the Premises exceeds expenses during a particular budget year, the City and MDPL agree that such excess, if any, shall (i) first be applied to offset any capital improvements and/or infrastructure maintenance costs that the City Manager, in his/her reasonable judgment of discretion, deems necessary and required in order to maintain the Premises in first-class condition and working order; and thereafter, (ii) be applied by MDPL to support its programming (or increased programming consistent with the approved uses) on the Premises. For purposes herein, "revenues" shall be also deemed to include unrestricted public/private grant funding, and unrestricted donations and contributions received by MDPL, whether or not specifically ear-marked toward the operation, management, maintenance and programming of the Premises.~~

- 6.4 No portion of the net earnings resulting from the activities of MDPL on the Premises shall inure to the benefit of any private individual.

SECTION 7. BUDGET AND FUNDING FOR THE PREMISES.

- 7.1 Throughout the Term, MDPL shall prepare and present, by May 15th of each year, a proposed, detailed line item annual operating budget for the Premises for each City fiscal year (October 1st – September 30th) during the Term hereof, for review and approval by the City Manager. Said budget shall include a projected income and expense statement; projected year end balance sheet; statement of projected income sources; and application of funds. Additionally, the budget shall also include, without limitation, the following detailed projections:
- a. Gross revenues by categories from all revenue sources and revenue generating activities derived on the Premises;
 - b. Operating expenses;
 - c. Administrative, labor and general expenses;
 - d. Marketing, advertising and promotion expenses;
 - e. Utility costs;
 - f. Regular repairs and maintenance costs; and

- g. In addition to subsection (f) hereof, MDPL shall identify for the City, any required capital maintenance, and repair, or replacement of capital improvements and infrastructure. In conjunction with this subsection (g), MDPL agrees to allow the City and/or its authorized representative(s) access to the Premises (as provided in Section 18 hereof) for the purpose of the City conducting its own facility assessment.
- h. Commencing with the second contract year of the Agreement, and thereafter throughout the Term, MDPL shall also include a copy of the approved annual operating budget for the prior contract year, detailing actual costs, expenditures and revenues for said budget year.

7.2

Programmatic Plan.

Accompanying MDPL's proposed annual budget shall be the programmatic plan for the Premises for the upcoming City fiscal year, detailing the (then-known) planned uses, services, activities, events, programs, and operations, and (if readily available or known) the estimated number of users anticipated.

SECTION 8.

INTENTIONALLY OMITTED.

SECTION 9.

MAINTENANCE, REPAIRS, AND ALTERATIONS.

9.1

Generally.

Throughout the Term, MDPL shall be solely responsible (including any and all costs associated therewith) for maintaining the interior of the Premises (and all improvements, furnishings, fixtures, and equipment thereon) in good condition and working order, including, without limitation, the plumbing, doors, and windows, and will not suffer or permit any strip or waste of the Premises.

Except as expressly provided in this Agreement, the parties acknowledge that MDPL shall not be responsible nor required to pay for any costs related to capital improvements or infrastructure repair and/or replacement including, without limitation, the building's roof, HVAC, major plumbing, sewer lines, and electrical, and other infrastructure and structural elements. Notwithstanding the preceding, MDPL shall provide the City with prompt notice of needed capital and/or infrastructure repairs that are deemed to be within the City's maintenance obligations, as set forth herein.

MDPL shall assume sole responsibility and expense for day-to-day housekeeping, janitorial services, and routine maintenance of the Premises. This shall include, without limitation, daily removal of litter, garbage and debris generated by MDPL's use of the Premises, including all garbage disposal generated by its operations and activities.

- 9.2 Intentionally Omitted.
- 9.3 Intentionally Omitted.
- 9.4 Labor/Personnel/Materials/Equipment/Furnishings.
MDPL shall supply, at its sole cost and responsibility, all labor, personnel, materials, equipment, and furnishings, as reasonably required, to operate and maintain the Premises in good condition and working order, and so that they may be fully utilized in accordance with their intended use including, without limitation, the objectives and approved uses set forth herein; and in accordance with the first-class standard set forth in Section 4.1.2. In the event any materials, equipment, and/or furnishings are lost, stolen, or damaged, they shall be promptly replaced or repaired at the sole cost and expense of the MDPL.

9.5 Intentionally Omitted.

- 9.6 Security.
MDPL shall be responsible for and provide reasonable security measures as may be required to protect and secure the Premises and any facilities, materials, furnishings, fixtures, and equipment (FFFE), thereon. Under no circumstances shall the City be responsible for any stolen or damaged materials or FFE, nor shall the City be responsible for any stolen or damaged personal property of MDPL and/or its officials, employees, contractors, volunteers, patrons, guests, invitees, and/or any other third parties.

- 9.7 Additional Improvements/Alterations.
In the event that MDPL desires or deems it appropriate to make alterations, additions, or improvements to the Premises, it will submit plans for same to the City, for the prior written approval of the City Manager. No such alterations, improvements, or additions shall be made without the express written approval of the City Manager and, if approved, shall be a MDPL's sole cost and responsibility, and shall become the property of the City upon completion of same. MDPL shall not have the right to create or permit the creation of any lien attaching to the Premises as a result of any such alterations, improvements, or additions.

SECTION 10. CITY USE OF PREMISES.

- 10.1 Use by the City.
Upon no less than fifteen (15) days prior written notice to MDPL, the City shall have the right to use the Premises, or any part thereof, subject to availability, for the purpose of providing City-approved or sponsored public recreational, cultural, educational and/or other programs, meetings, and/or events, as may be deemed appropriate by the City Manager, in his/her sole and reasonable discretion, and without the payment of any rental or

use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

SECTION 11. MDPPL'S FINANCIAL CONTRIBUTION.

The City and MDPL agree and acknowledge that a vital component of MDPL's mission statement with respect to this Agreement is to use commercially reasonable efforts to obtain public/private funding contributions for the continuous operation, management, maintenance and programming of the Premises in accordance with the highest levels of service and the first-class standards set forth herein. Accordingly, MDPL hereby represents that it shall use commercially reasonable efforts with respect to undertaking a coherent and consistent fund-raising effort to fund the management, operation, and maintenance of the Premises.

MDPL further acknowledges and understands that the City shall in no way be obligated to supplement and/or otherwise contribute any funds for MDPL's management, operation, maintenance, and programming of the Premises.

SECTION 12. ASSIGNMENT.

MDPL may not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval, if given at all, shall be at the sole discretion of the Mayor and City Commission. This Agreement is made with the understanding that MDPL shall at all times, throughout the Term hereof, remain a not-for-profit corporation. In the event that MDPL ceases to be a not-for-profit corporation, or the City, through the City Manager, in his/her reasonable discretion and judgment, determines that the Premises are not being used in accordance with the objectives and approved uses in Section 4, then this Agreement shall be subject to termination upon thirty (30) days written notice by the City Manager to MDPL.

SECTION 13. USE OF THE PARK IS PRIMARY.

Lummus Park is for the use of the public. The public's right to use Lummus Park shall not be substantially and/or materially infringed upon by any act of MDPL. MDPL shall use best efforts to assure that the uses and activities conducted by MDPL on the Premises shall not substantially and/or materially interfere with the public's right to use Lummus Park.

SECTION 14. PERMITS, LICENSES, COMPLIANCE WITH LAWS.

MDPL agrees to obtain and pay for all permits and licenses, as may be necessary and required by the City (and/or other applicable regulatory bodies), for the conduct of its uses and activities on the Premises. MDPL shall comply with all rules, regulations and laws of the City, Miami-Dade County, the State of Florida, and the U.S. Government, whether now in force or hereinafter adopted, and as same may be amended from time to time.

SECTION 15. UTILITIES, RESPONSIBILITY FOR TAXES AND ASSESSMENTS.

15.1 Utilities.

MDPL shall be solely responsible for and shall pay (whether to the City or directly to the utility) before delinquency, any and all charges for utilities on the Premises (including, without limitation, water, electricity, gas, heating, cooling, cable, internet, telephone, sewer, trash collection, etc.).

Notwithstanding the preceding paragraph, starting on the Commencement Date, MDPL shall reimburse the City a flat fee for water and electricity costs, in the amount of One Thousand Nine Hundred Ninety Two and 12/100 (\$1,992.12) per month. The City reserves the right, at its sole discretion, at any time during the Term, to adjust the monthly flat fee paid by MDPL, upon thirty (30) days prior written notice to MDPL.

15.2 Procedure If Taxes Assessed.

MDPL agrees to, and shall pay before delinquency, all taxes and assessments of any kind assessed or levied, whether upon MDPL or the Premises, by reason of this Agreement or by reason of any use(s) and/or activity(ies) of MDPL upon or in connection with the Premises. The parties agree that MDPL's operation and use of the Premises is for public purposes and, therefore, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, taxes are assessed by the Property Tax Appraiser, MDPL shall be solely responsible for payment of same.

SECTION 16. SIGNAGE/NAMING RIGHTS.

16.1 Generally.

MDPL shall provide, at its sole cost and responsibility, any required signage on the Premises, subject to the prior written consent of the City Manager (which shall not be unreasonably withheld or delayed), and subject further to all applicable planning and zoning requirements of the City.

All signage (whether exterior or interior) shall be subject to the City Manager's prior written approval (which shall not be unreasonably withheld or delayed), as to size, location, materials, and aesthetics. MDPL agrees that it shall bear all costs to obtain and install any new signage (including, without limitation, any costs related to obtaining all required approvals and/or permits).

16.2 Naming Rights.

The City reserves the name-in-title rights (i.e. the right to name) in Lummus Park and all or any portion of the Premises (including, without limitation, all or any exterior or interior portions thereof), and all revenue(s) that may be derived therefrom.

MDPL shall include the name of the City of Miami Beach in its publications, advertising, promotions, websites, announcements, and other similar and related materials referring to the Premises; provided, however, that MDPL shall not use the City's name and/or logo in any of the aforesated medias and/or materials issued by MDPL, or in any other manner (whether express or implied), for the purpose of soliciting funding, donations, and/or other monies for the Premises (other than to identify the location of the Premises as being situated within the City of Miami Beach), without the express written consent and/or permission of the City Manager.

SECTION 17. **FORCE MAJEURE.**

17.1 The performance of any act by MDPL or the City hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by Acts of God (including without limitation hurricanes), the elements of war, rebellion, strikes, lock-outs, fire, explosion, or any other casualty or occurrence not due to either MDPL's and/or the City's negligence and beyond the reasonable control of the parties; provided, however, that if the condition of Force Majeure exceeds a period of 180 days, then either the City or MDPL may, at their respective option and discretion, terminate this Agreement upon written notice to the other party.

17.2 Premises Unusable.
In the event a Force Majeure renders the Premises unusable, in whole or in part, as determined in the reasonable judgment and discretion of the City Manager, the City may, at its sole option and discretion: (i) elect, as soon as practicable, to compel MDPL to utilize insurance proceeds to repair the damaged property, and the Term of the Agreement shall be abated until such time as MDPL may re-open the Premises after restoration or repair of the damaged property; or (ii) elect not to have MDPL repair or restore the damaged property and, in such event, this Agreement shall be terminated as of the date of said occurrence of damage or casualty. In the event the City elects option (i) above: (1) MDPL must give written notice to the City Manager, within sixty (60) days receipt of the City's notice of election of option (i), that MDPL is willing to undertake the repair of the damage with its own or other available funds; (2) within twelve (12) months following such notice, MDPL shall prove, to the City Manager's reasonable satisfaction and discretion, that it has adequate funds immediately available to undertake the repair; and (3) the City and MDPL, each acting in its reasonable discretion, shall agree within a reasonable time (but not to exceed six (6) months unless otherwise extended in writing by City Manager) after the City Manager deems that MDPL has demonstrated that it has adequate funds to undertake the repair, to the conditions, timing, plans, procedures, contractors, subcontractors, disbursement mechanisms, and other matters with respect to the repair; and (4) MDPL must complete any and all repairs

and/or restoration no later than eighteen (18) months from the date of the City Manager's approval of MDPL's funding capability.

SECTION 18. **INSPECTION.**

MDPL agrees that the Premises may be inspected at any time upon reasonable notice (whether written or verbal) by the City Manager and/or or his/her authorized representatives, or by any other State, County, Federal, and/or municipal officer or agency having responsibilities for inspections of the Premises and/or any operations thereon. MDPL agrees to immediately undertake the correction of any deficiency cited by such inspectors.

The City Manager and/or his/her authorized representatives, shall also have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof (including, without limitation, for the purpose of assessing the condition of the facility as referenced in Section 7.1(g)), provided that such right shall be exercised in such manner so as not to materially interfere with MDPL's activities on the Premises.

Notwithstanding the preceding paragraph or anything contained in this Agreement, if the Premises are damaged by fire, windstorm or by other casualty that causes the Premises to be exposed to the elements, then the City Manager or his/her authorized representatives may enter upon the Premises, without notice to MDPL, to make emergency repairs; but if the City exercises its option to make emergency repairs, such act or acts shall not be deemed to excuse MDPL from its obligation to keep the Premises in repair. If City makes any emergency repairs pursuant to the terms hereof, MDPL shall reimburse the City for all such repairs upon receipt by MDPL of City's notice of repairs made and statement and proof of costs incurred.

SECTION 19. **WAIVER OF INTERFERENCE.**

MDPL hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its operation and management of the Premises by any public agency or official as a result of their enforcement of any laws or ordinances or of any of the rights reserved to the City herein. Any such interference shall not relieve MDPL from any obligation hereunder.

SECTION 20. **INSURANCE REQUIREMENTS.**

20.1 MDPL shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the Term hereof:

- a. General liability insurance with not less than the following limits, subject to adjustment for inflation:
 - General aggregate \$2,000,000
 - Personal and advertising (injury) \$1,000,000
 - (Per occurrence) \$1,000,000
 - Fire damage \$ 300,000
 - Medical Expense \$ 5,000

- b. Workers Compensation Insurance, as required under the Laws of the State of Florida.
- c. Automobile Insurance covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits, subject to adjustment for inflation:
 - Bodily Injury \$1,000,000 per person
 - Bodily Injury \$1,000,000 per accident
 - Property Damage \$ 500,000 per accident
- d. Fire Insurance shall be the responsibility of MDPL.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage, except upon at least thirty (30) days written notice to the City, and then subject to the prior written approval of City Manager. MDPL shall provide the City with a certificate of insurance for each such policy, which shall name the City of Miami Beach, Florida, as an additional named insured. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City, through its Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City, through its Risk Manager. Should MDPL fail to obtain, maintain or renew any of the policies of insurance referred to above, in the required amounts, the City may deem such failure an event of default hereunder, and at its sole option and discretion (but not obligation), may obtain such insurance. Any sums expended by the City in obtaining said insurance, shall be repaid by MDPL to the City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If MDPL does not repay the City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid.

20.2 Adjustment of Limits.

All of the limits of insurance required pursuant to this Section 20 shall be subject to review by the City and, in connection therewith, MDPL shall carry or cause to be carried such additional amounts as City may reasonably require from time to time, but City may not impose such new limits any more frequently than once in every five (5) year period from the Commencement Date. Any request by City that MDPL carry or cause to be carried additional amounts of insurance shall not be deemed reasonable unless such additional amounts are commonly carried in the case of similar projects in South Florida of a size, nature and character similar to the size, nature and character of the Premises.

20.3 Subrogation.

The terms of insurance policies referred to in Section 20 shall preclude subrogation claims against MDPL, the City and their respective officers, agents, servants, and employees.

SECTION 21. **INDEMNIFICATION.**

21.1 MDPL shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, including, but not limited to, reasonable attorneys fees and cost(s) arising out of error, omission, or negligent act of MDPL, and/or its officers, agents, servants, employees, contractors, or volunteers under this Agreement.

21.2 In addition, MDPL shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any willful misconduct of MDPL not included in Section 21.1 and for which the City, its officers, agents, servants or employees are alleged to be liable. This subsection shall not apply, however, to any such liability as may be the result of the gross negligence or willful misconduct of the City, its officers, agents, servants or employees.

21.3 In addition to the indemnification requirements in Sections 21.1 and 21.2 above, MDPL shall also require any and all users of the Premises (including, without limitation, exhibitors, owners of art work and/or other works [including, without limitation, historical materials, artifacts, and archives], and third party renters (except the City, etc.) to indemnify, defend and hold the City harmless. This indemnity provision shall be included in either MDPL's form agreements with any of the above users or by separate written instrument duly executed between MDPL and the user.

21.4 The provisions of this Section 21 shall survive the termination and/or expiration of this Agreement.

SECTION 22. **NO LIENS.**

MDPL agrees that, it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Premises any lien or encumbrance of any kind. In the event any lien is filed, MDPL agrees to cause such lien to be discharged within ten (10) days therefrom, and in accordance with the applicable law and policy. If this is not accomplished, the City may automatically terminate this Agreement, without further notice to MDPL.

SECTION 23. **MDPL EMPLOYEES AND MANAGERS.**

23.1 The City and MDPL recognize that in the performance of this Agreement, it shall be necessary for MDPL to retain qualified individuals to effectuate and optimize MDPL's management and operation of the Premises. Any such individuals, whether employees, agents, independent contractors, volunteers, and/or other, employed, retained, or otherwise engaged by MDPL for such purpose(s) shall not be deemed to be agents, employees, partners, joint ventures, or associates of the City, and shall not obtain any

rights or benefits under the civil service or pension ordinances of the City or any rights generally afforded classified or unclassified employees of the City; further they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the City. Additionally, MDPL, and/or any employees, agents, independent contractors, volunteers, and/or others, acting under the authority and/or with the permission of MDPL for the purposes set forth herein, shall never have been convicted of any offense involving moral turpitude or felony. Failure to comply with this Section shall constitute cause for termination of this Agreement. MDPL shall have an experienced manager or managers overseeing the Premises at all times. Any criminal activity on the Premises caused by or knowingly permitted by MDPL shall result in automatic termination of this Agreement.

23.2 Contract Administration.

- a. The City's contract administrator shall be the City Manager and/or his/her authorized designee. MDPL shall name a specific individual to serve as its contract administrator.
- b. The City's contract administrator shall have the authority to give all approvals for the City while administering this Agreement, with the exception of items which would require City Commission approval. The City's contract administrator:
 - (i) shall be the liaison between the City and MDPL on all matters relating to this Agreement;
 - (ii) shall be responsible for ensuring that any information supplied by MDPL is properly distributed to the appropriate City departments; and
 - (iii) shall be responsible for contract compliance by MDPL (including, without limitation, MDPL's activities, programming, operations, management, and maintenance of the Premises).
- c. MDPL shall name an individual who shall serve as the general manager of the Premises and who:
 - (i) shall be the liaison between the City and MDPL on all matters relating to this Agreement;
 - (ii) shall be responsible for the day-to-day management and supervision of the Premises; and
 - (iii) shall be responsible for providing supervision and direction to MDPL and/or its employees, agents, contractors, volunteers, and/or others.

SECTION 24. NO IMPROPER USE.

MDPL will not use, and shall use its reasonable efforts to not suffer or permit any person to use, in any manner whatsoever, the Premises for any unlawful, improper, immoral or offensive purpose, or for any purpose otherwise in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation, whether now in effect or hereinafter enacted or adopted. Should MDPL become aware of any such use by any person, it shall take corrective action in a reasonable amount of time to stop such use. MDPL agrees not to use (or to permit use of) the Premises for any offensive or dangerous activity, nuisance, or anything against public policy.

SECTION 25. NO DANGEROUS MATERIALS.

MDPL agrees not to use or permit in, on, or within the Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found in, on, or within the Premises shall be immediately removed.

MDPL shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by MDPL of any "hazardous substance" or "petroleum products" in, on, or within the Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, MDPL shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Section 25 shall survive the termination or earlier expiration of this Agreement.

SECTION 26. NO CLAIM AGAINST CITY OFFICERS, EMPLOYEES, INDIVIDUALS.

It is expressly understood and agreed by and between the parties hereto that all individuals, employees, officers, and agents of the City are acting in a representative capacity and not for their own benefit; and that neither MDPL, nor any of its employees, agents, contractors, volunteers, guests, invitees, and/or others, shall have any claim against them or any of them as individuals in any event whatsoever in conjunction with any acts or duties which are reasonably related to the performance of their duties.

SECTION 27. DEFAULT AND TERMINATION.

If either party fails to perform in accordance with any of the terms and conditions of this Agreement, and such default is not cured within thirty (30) days after written notice is given (or if not curable within thirty (30) days, the party has begun to take curative action within thirty (30) days and is continuing to pursue such cure, but in no event shall any cure period exceed a period of ninety (90) days from the date of the initial written

notice of default), the aggrieved party shall have the right to terminate this Agreement and, as the case may be, either vacate or re-enter the Premises, without further notice or demand. At its option, either party may also pursue any and all legal remedies available to seek redress for such default. The default and termination rights afforded the parties in this Section 27, shall in no way limit or otherwise preclude the City from exercising such other rights to terminate this Agreement, as may be expressly provided in other sections hereto.

SECTION 28. **PROCEDURE UPON EXPIRATION AND/OR TERMINATION BY CITY.**

28.1 MDPL shall, on or before the last day of the Term herein, or the sooner termination thereof, peaceably and quietly leave, surrender and yield unto the City, the Premises, together with any and all improvements and fixtures located at or on the Premises and used by MDPL in the management, operation and maintenance of the Premises (excluding any furnishings, fixtures, and equipment, or other personal property which can be removed without material injury to the Premises), free of all liens, claims and encumbrances and rights of others, and broom-clean, and in good order, condition and repair, reasonable wear and tear excepted. Any property which pursuant to the provisions of this subsection is removable by MDPL on or at the Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by MDPL, and either may be retained by the City as its property, or may be removed and disposed of by City, at the sole cost of MDPL, in such manner as the City may see fit.

If the Premises are not surrendered at the end of the Term as provided in this subsection, MDPL shall make good to the City all damages which the City shall suffer by reason thereof, and shall indemnify the City against all claims made by a succeeding occupant (if any), so far as such delay is occasioned by the failure of MDPL to surrender the Premises as and when herein required.

28.2 MDPL covenants and agrees that it will not enter into agreements (whether express or implied) relating to the Premises for a period of time beyond the stated expiration date of this Agreement.

SECTION 29. **TERMINATION FOR LACK OF FUNDS.**

In the event that MDPL loses its funding (including, without limitation, loss of its funding due to a cancellation or major change by the U.S. government of the 501(c)(3) public charity rules or the IRS taxable deductions rules which would delay or make it impossible to collect donations), such that it can no longer manage, operate, maintain and program the Premises in accordance with the objectives and approved uses and/or in accordance with the first-class standards set forth herein, then the City may, at its sole option and discretion: (i) supplement any lack or loss of funds in order to allow MDPL to continue to manage and operate the Premises; or (ii) terminate this Agreement

pursuant to Section 27 hereof.

SECTION 30. **NOTICES.**

All notices from the City to MDPL shall be deemed duly served if mailed by registered or certified mail to MDPL at the following address:

Miami Design Preservation League, Inc.
Attention: Executive Director
P. O. Box 190180
Miami Beach, FL 33119-0180

All notices from MDPL to the City shall be deemed duly served if mailed to:

City of Miami Beach
Attention: City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

with copies to:

City of Miami Beach
Attention: Director of Real Estate, Housing
and Community Development
1700 Convention Center Drive
Miami Beach, Florida 33139

MDPL and the City may change the above mailing addressed at any time upon giving the other party written notification. All notice under this Agreement must be in writing.

SECTION 31. **NO DISCRIMINATION.**

MDPL agrees that there shall be no discrimination as to race, sex, color, creed, national origin, physical handicap, or sexual orientation in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the Premises. All facilities located on the Premises shall be made available to the public, subject to the right of MDPL to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation, and security of the facilities.

SECTION 32. **VENUE / WAIVER OF JURY TRIAL/DISPUTE MEDIATION.**

32.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND MDPL EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

32.2 If a dispute arises out of, or related to, this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, or other similar alternative dispute resolution organization, person or source agreeable to the parties, before resorting to litigation or other dispute resolution procedure.

SECTION 33. INTENTIONALLY OMITTED.

SECTION 34. MISCELLANEOUS PROVISIONS.

34.1 City's Governmental Capacity.

Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of the City in the discharge of its police or governmental power.

34.2 Entire Agreement.

(a) Entire Agreement.

This Agreement, together with the attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between City and MDPL concerning the operation, management, and maintenance of the Premises, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments thereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.

(b) Waiver, Modification, etc.

No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, or waived except by a written instrument of change, modification, alteration, or waiver executed by City and MDPL. No waiver of any default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

34.3 Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the

exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

34.4 Performance at each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

34.5 Time is of the Essence.

Time is of the essence with respect to all matters in, and requirements of, this Agreement as to both City and MDPL including, but not limited to, the times within which MDPL must commence and complete construction of the Proposed Improvements.

34.6 No Representations by City.

City herein makes no representations as to the condition of the Premises.

34.7 Partnership Disclaimer.

MDPL acknowledges, represents and confirms that it is an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Agreement.

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy in common, joint tenancy, co-ownership or agency relationship for the purpose of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, shall be construed or deemed to create, or to express an intent to create a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section 34.7 shall survive termination and/or expiration of this Agreement.

34.8 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to MDPL; that this Agreement is a management agreement and not a lease, and that MDPL's right to operate, manage, and maintain the Premises shall continue only so long as MDPL complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

Accordingly, MDPL hereby agrees and acknowledges that in the event of

termination of this Agreement, whether due to a default by MDPL or otherwise, MDPL shall surrender and yield unto the City the Premises, in accordance with Section 28 hereof, and the City shall in no way be required to evict and/or otherwise remove MDPL from the Premises as if this were a tenancy under Chapter 83, Florida Statutes, nor shall MDPL be afforded any other rights afforded to nonresidential tenants pursuant to said Chapter (the parties having herein expressly acknowledged that this Agreement is intended to be a management agreement and is in no way intended to be a lease).

34.9 No Third Party Rights.

Nothing in this Agreement, express or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

34.10 City Representation on MDPL Executive Committee.

The City's representation on MDPL's Executive Committee (or such other successor entity to the Executive Committee that MDPL may create during the Term) shall be a number proportionate to the total number of members of the Committee, but in no event less than thirty percent (30%). The City's members shall all be voting members of the Executive Committee.

34.11 Limitation of Liability.

The City desires to enter into this Agreement placing the management and operation of the Premises in the hands of a private (albeit not-for-profit) entity only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of Ten and 00/100 Dollars. MDPL hereby expresses its willingness to enter into this Agreement with a Ten and 00/100 Dollar limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of Ten and 00/100 Dollars, the receipt of which is hereby acknowledged, the City shall not be liable to MDPL for damages in an amount in excess of Ten and 00/100 Dollars, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:

CITY OF MIAMI BEACH

Robert Parcher
Robert Parcher, City Clerk

Jerry Libbin
Jerry Libbin, Vice-Mayor

Attest:

MIAMI DESIGN PRESERVATION
LEAGUE, INC.

Meg Florian
Meg Florian, Secretary

Charles Urstadt
Charles Urstadt, Board Chairperson

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

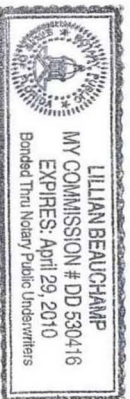
SS:

The foregoing instrument was acknowledged before me this 15th day of April, 2010, by Mayor Robert Parcher and Robert Parcher, City Clerk, or their designees respectively, on behalf of the City of Miami Beach, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of April, 2010.

Notary Public, State of Florida at Large

Commission No.:
My Commission Expires:



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Lillian Beauchamp

Charles Urstadt
City Attorney Date 4/5/10

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

SS: 265.78.8920

The foregoing instrument was acknowledged before me this 7th day of April, 2010, by Charles Urstadt, on behalf of the Miami Design Preservation League, Inc., known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of April, 2010.

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

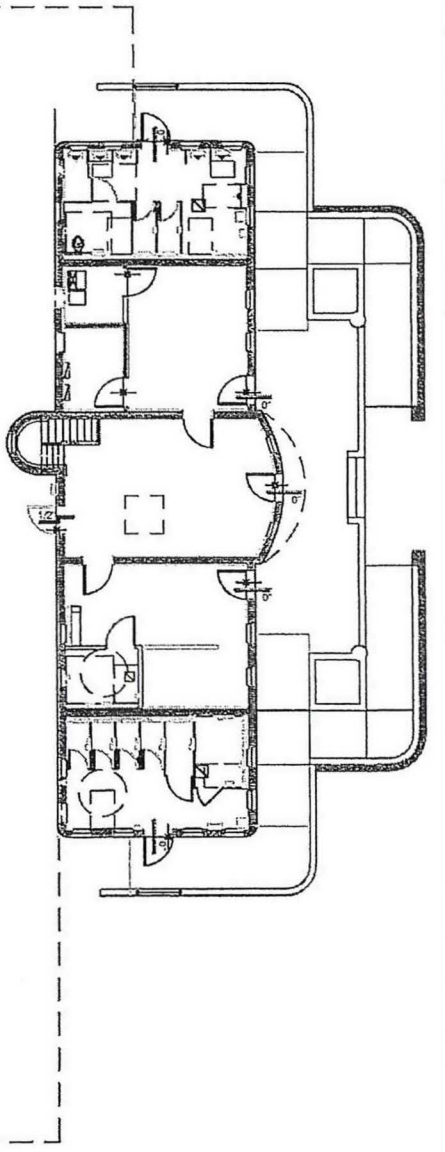
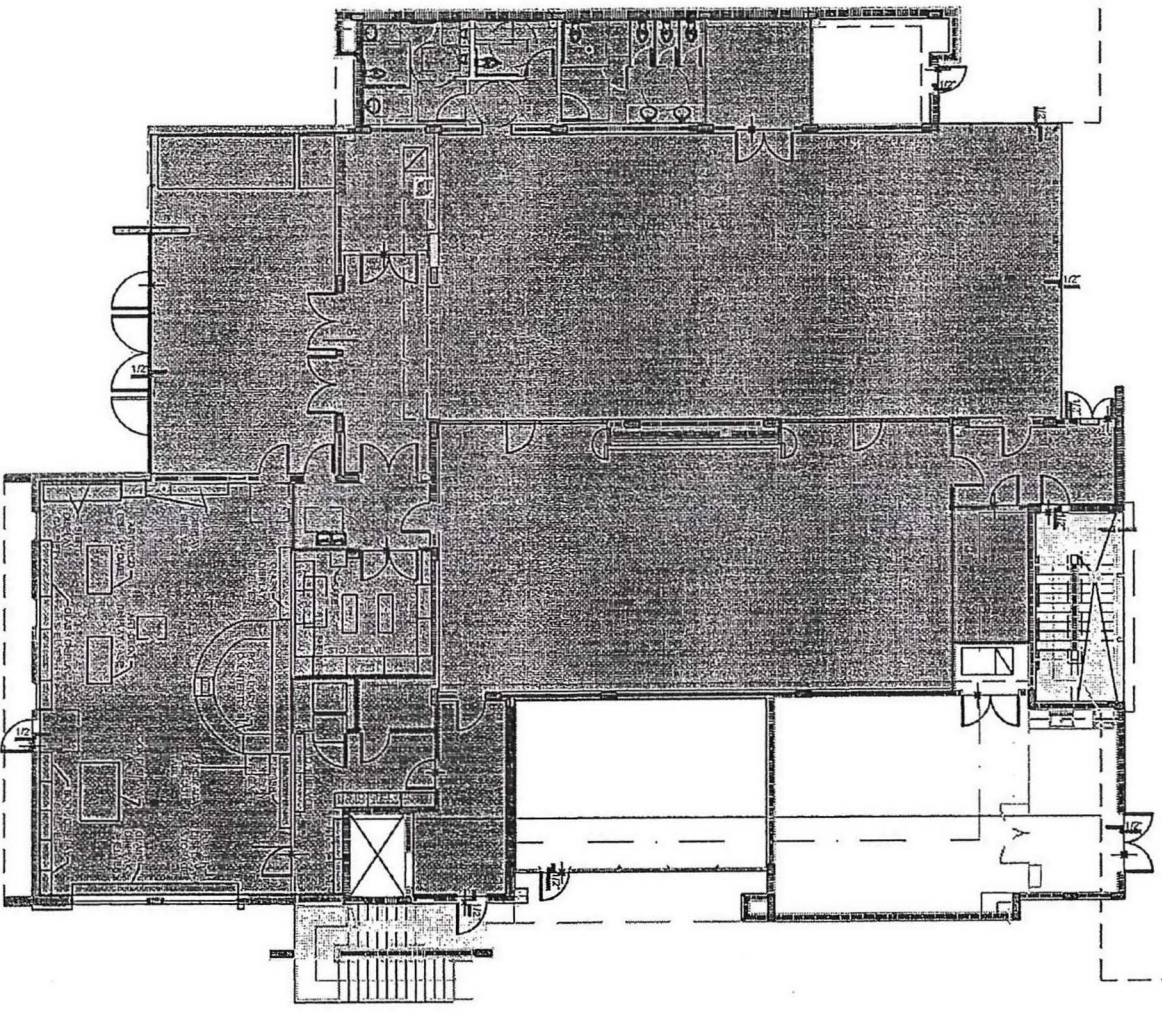
Susan Walcutt



Exhibit "A"
(Sketch of Premises)

SH - 1

DATE: 11/11/11
DRAWN BY: [illegible]
CHECKED BY: [illegible]
SCALE: 1/8" = 1'-0"
PROJECT NO.: [illegible]



1/3

Exhibit A
1st Floor Premises
Page 1 of 2



MIAMI BEACH

Exhibit "A-1"
(Sketch of Breezeway)



NORTH

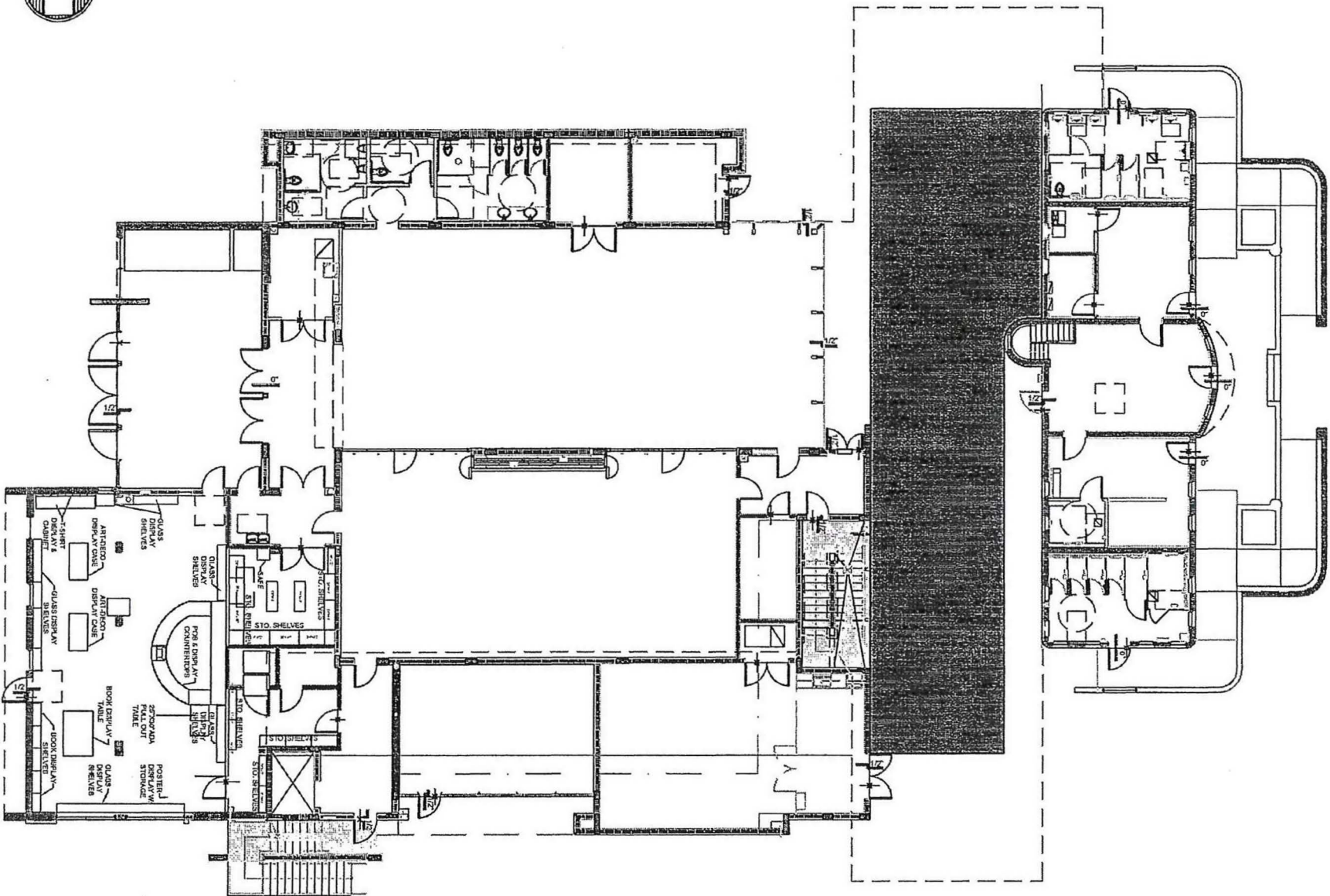
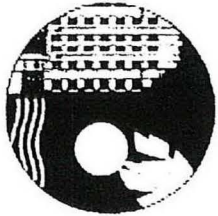


Exhibit "B"
(Business Plan)

ART DECO WELCOME CENTER BUSINESS PLAN



Miami Design Preservation League

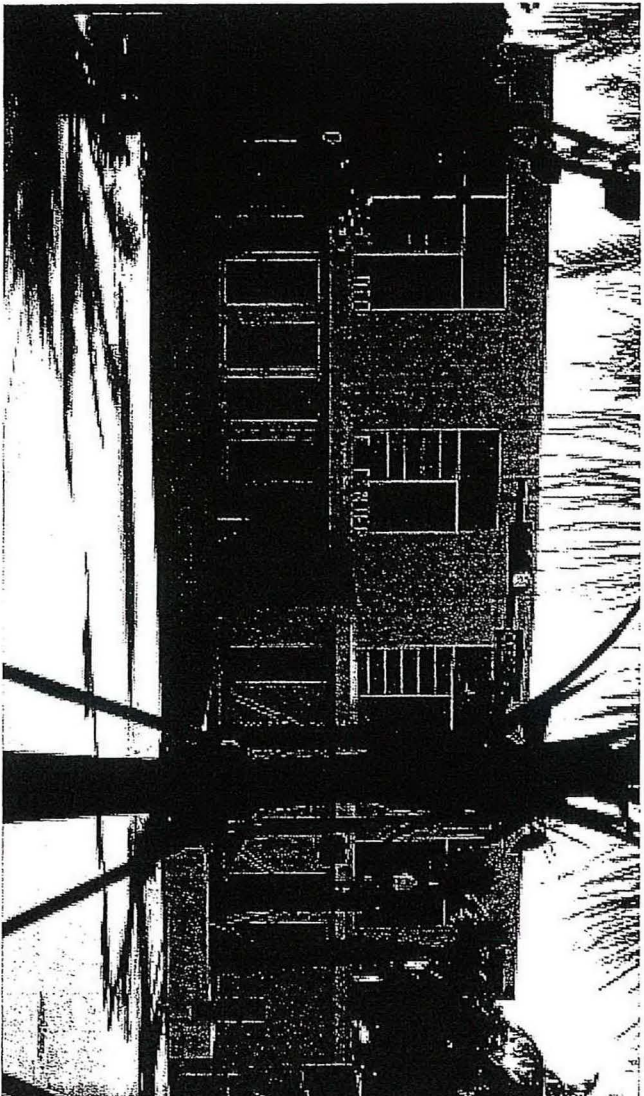


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ART DECO WELCOME CENTER~

Executive Summary

The beautifully renovated Art Deco Welcome Center at 1001 Ocean Drive, Miami Beach, provides a permanent new home for Miami Design Preservation League and an impressive first stop for tourists in South Beach. Educating visitors and residents about the Miami Beach Art Deco Architectural District fosters an appreciation for the community's heritage and style, which, in turn, facilitates the MDPL mission of preserving, promoting and protecting the cultural, social, economic and architectural integrity of the historic district.

With its central location and inviting facade, visitors will look to the Welcome Center as a source of tourist information, including accommodations, dining and activities, etc.; education about Miami Beach and the Art Deco District; and as a source of free entertainment options. Residents will enjoy a range of passive programs, including films and lectures, and also actively participate in self-directed research projects and preservation-education programs.

Miami Design Preservation League—the organization that recognized, founded, and continues to preserve, promote and protect the Art Deco Historic District—is committed to providing a variety of services to the residents and visitors of our city. We are grateful to the City of Miami Beach for their years of support and partnership in helping MDPL educate the public about the historic buildings that are the fabric of our city.

Products & Services

Welcome Center

True “welcome center” services, including hotel bookings, tour excursions, dining recommendations, brochures, maps, pamphlets and general information, will be available throughout the day. The welcome center functions will take place in the MilMo-styled lobby, an original element of the 1954 Leonard Glasser Ocean Front Auditorium, and will also serve to draw visitors into the museum space.

These visitor services will be operated and managed by an independent contractor, arranged and overseen by MDPL. Currently, MDPL is conferring with the GMCVB as well as Miami Beach Visitor’s Center executive and State of Florida Visitor Center expert, Donna Zemo, to develop a multi-faceted welcome center that is modeled after best practice standards.

Walking Tours

Daily walking tours of the Art Deco District will take advantage of the new location, with expanded offerings that include twice-daily weekend tours (which adds an afternoon departure) and a revised audio tour that will include an Italian language option adding to the catalogue of German, French, Spanish, and Portuguese. Before the tour commences, visitors will have the ability to view a brief video about the work of MDPL and they will be encouraged to visit the museum at the conclusion of the tour to learn more.

An hour-long presentation about the subject of Art Deco (both worldwide and in Miami Beach) will be available for screening on days with inclement weather. This virtual tour will allow visitors an opportunity to learn about the history of Miami Beach, the story of the Art Deco style and MDPL’s efforts to preserve the style—all in the climate-controlled comfort of the screening room.

In addition, Miami Design Preservation League has partnered with the American Institute of Architects for their 2010 National Convention and Design Exposition in Miami Beach. Miami Design Preservation League has created four different tours throughout Miami Beach that will showcase our city to thousands of architects and designers from throughout the United States. MDPL also will host several events in the Art Deco Museum for the local American Institute of Architects (AIA) chapter

Programs & Services continued

Art Deco Museum

The Art Deco Museum will allow MDPL another opportunity to tell the story of the Art Deco District by providing materials on display. A permanent collection will interpret and explain the three major architectural styles found in the District: Mediterranean Revival, Art Deco and MIMO. These content areas will be further subdivided to detail elements including streamlining, nautical influences and Miami Beach's role in World War II.

The permanent exhibit will include:

- Scale Model of Miami Beach-highlighting historic districts and allowing for aerial perspective of the island community. This large detailed model, placed on the Northern interior wall of the exhibit hall will be created and designed with the collaborative assistance of the Florida International University Architectural College. The model will be revealed in phases.
- Interactive Touchscreen Computers featuring Miami Beach Architectural Styles- Three podiums will encase touchscreen computers that focus on Mediterranean Revival, Art Deco, and MIMO Architectural Styles. Each computer casing will be designed featuring the traits of the particular style it features. The guests will be able to scroll through images, pictures, and examples of each particular style giving them a quick tutorial that will engage them in recognizing and appreciating the distinct design features.
- History of Miami Beach Patrol Headquarters & Lifeguards- Because of the unique view the museum visitor will have of the recently renovated Beach Patrol headquarters building, through the eastern interior glass wall of the exhibit space, MDPL decided to leverage this as an educational tool to further impart the importance of historic preservation, and capture the fascinating history of the men and women that have guarded the beach for so many years. Three large rolling cases will hold artifacts, pictures, equipment, and vintage uniforms and photography.
- Preservation Heritage Video & Audio Archive- Capturing first person accounts of Miami Beach's preservation history allows visitors to the museum to hear individual memories and experiences of MDPL founders and supporters. Stories captured will detail the struggle, success and long-term positive effects of Miami Beach's National Historic Designation. Digital recordings of Preservation Advocates include; Mayor & Commissioners both past and present, historians & business professionals. The Heritage Archive will be located on the eastern side of the southern facing exhibit wall. A large flat screen monitor mounted to the wall will be connected to a computer that will house the video and audio digital recordings. MDPL wants the guests to take their time enjoying the experience,

and designing the particular exhibit area to feel like a authentic deco living room enhances and supports the stories imparted.

- Deco & Design- The middle portion of the southern wall will highlight Art Deco style and design by demonstrating visually the relation between the home decor, jewelry, clothing, and machinery to the elements of Art Deco style found on many of the buildings.

While the permanent collection will remain fixed, but mobile, the short-term exhibits (lasting from one to six months) will offer visitors a deeper look at selected topics. These temporary exhibits will create compelling reasons for residents to visit the museum on a regular basis.

A list of prospective subjects for short-term exhibits featured in the "Art Deco Gallery" include:

- Barbara & Leonard: Finding Deco.
- Pauline ("Polly") de Lux Hirschmeyer: *Ziegfeld Girl to Master Builder*
- An exploration of electricity in the 1930s (and especially the art of neon)
- Carl Fisher and the building of Miami Beach

There are a large number of visual artists in South Florida who draw inspiration from the District and its history. The Art Deco Gallery will offer these artists an exhibition space for shows that are influenced by the Art Deco style. Selected by the MDPL Design Committee, chosen artists will be given the opportunity to mount a show in the museum space, and provide a public talk on their work. MDPL will function as the gallery operator, receiving a commission on sales of any works in the show.

Art Deco Lecture & Film Hall

A multi-purpose space within the museum becomes the home for the lecture series. This "black box" space will be equipped with audio and video capabilities, flexible seating arrangements and three large sliding panels that allow the space to alternately serve as an enclosed lecture hall or that open to become an additional exhibit area.

Lectures, on a variety of topics and themes, will continue to be a core element of MDPL public programming. Because of the attractive nature of the space, coupled with adequate technical resources, we hope that other organizations (the Miami Beach Historical Association, for example) will be able to present lectures and talks in the space under the auspices of MDPL.

Like the lecture series, the film series will benefit from the new space by allowing film screenings to occur while the museum space is open. (This was not possible in the old space.) By closing the sliding panels, a screening room can be configured to make it possible to screen films during daylight hours, allowing an expanded schedule of films and video events.

In addition to screening films made during the first part of the 20th century, the film series will also present documentaries exploring topics that relate to the period. Also, through the partnership with the FIU Wolfsonian, the collection of the Louis Wolfson II Media History Center, and materials from their archive of South Florida video and film, will be available for screening

Barbara Capitman Research Archives

The valuable Barbara Capitman Archives will be housed at the Art Deco Welcome Center. This collection would be available, by appointment, to scholars or researchers with an interest in Capitman's legacy and the history of the Preservation Movement in Miami Beach.

Work has commenced on a project to create an electronic catalog of the materials in the Capitman Archives that would be searchable via the internet. Further, significant items in the Archives are being scanned so that digital images will be available online. (The large collection of historic postcards is the first in this digital imaging project.)

MDPL would like to encourage residents to move from being passive consumers of the lecture and film series to become active public historians. By using the Capitman Archives, other historic collections available online and the great talent and passion found in Miami Beach's historians, MDPL will offer the Research Archive, in an effort to connect amateur historians with the resources they need to conduct research.

From genealogical research for someone building a family tree, to real estate agents interested in creating a detailed history for a listing, the Research Archive program will bring public historians, archivists and subject-matter experts together with residents to provide assistance and guidance on personal history projects. These final projects will be, with the author's permission, available to the public through MDPL's online archives and/or short-term museum exhibits.

Art Deco Academy/Tour School

The expanded offerings of the museum will provide an additional benefit to the Art Deco Academy/Tour School program. The lecture hall will be utilized for the course, while allowing the museum to remain open to the public, and the museum's exhibits will provide additional teaching materials for the course.

While the Tour School component aims to recruit and train volunteer guides for MDPL's walking tours, the Art Deco Academy offers residents an opportunity to learn more about their city and the Art Deco style. The general Academy curriculum is ideal for the casual student, and can be modified to provide specialized instruction for hotel concierge staff, cab operators or other populations.

Preservation Education: Elementary Through High School

Our preservation-education program utilizes the same resources of the Nearby History and Art Deco Academy/Tour School programs to provide educational programs for local schools. Using a schedule designed in partnership with local curriculum specialists, students will participate in guided explorations of the history surrounding them.

Through the use of photography, videography, creative writing, visual art, and social studies/history, students will research and collaboratively create multimedia presentations that introduce and interpret their neighborhood and the importance of preserving this heritage. Completed projects will become available through MDPL's website for young preservationists.

The preservation education program will also be used to develop and train a group of students and volunteers that will undertake an updated survey of the National Register District. This core team will receive specialized instruction needed for the field work required for the survey.

Preservation Education: College and Adult Continuing Education

Florida International University architectural students along with MDPL will design and construct a scale replica of the Art Deco Architectural District. The project will be completed in four phases/two academic years.

MDPL in collaboration with Florida International University's School of Architecture will initiate a four-week summer education program for national and international college level architecture and urban planning students to study in Miami Beach and learn about Miami Beach's architecture styles, and explore the overall impact of historic preservation and its effect on economic revitalization.

Developing and expanding upon the Art Deco tour guide training and elaborating on Art Deco details such as terrazzo, cantilevered cement and ironwork, MDPL will develop courses that qualify for State of Florida accreditation. Continuing education courses will take place at the Art Deco Welcome Center and cater to architects, designers, contractors and craftsmen. Depending on class sizes and space, open enrollment to non-credit-seeking individuals will be available.

Gift Shop

The customer base of the Official Art Deco Gift Shop is made up of U.S., European and South American tourists who want to learn about Art Deco in general and, more specifically, Art Deco architecture in Miami Beach. Visitors desire on-the-spot information about how better to enjoy their limited time in Miami Beach. Many tourists express an immediate need for understanding some of the history of both Art Deco and Art Deco as it relates to Miami Beach. The Gift Shop strives to provide this information in the form of books, CDs and DVDs that impart a “quick learn.”

The Official Art Deco Gift Shop is also the ticketing location for MDPL’s Historic District architectural tours and for obtaining self-guided audio tours in a language other than English. In addition, the Gift Shop offers items for visitors to take home as mementos for themselves and to give as gifts. The Resident Artist, who is also The Director of Retail Operations, designs an array of Art Deco themed merchandise (jewelry, clothing, wall art, etc.) to meet these needs. In addition the Gift Shop strives to represent local artists by displaying and selling their works (most are in the Art Deco and MiMo style). In general, the Gift Shop makes every effort to provide affordable and authentic Art Deco items that will bring to our visitors good memories of being in Miami Beach (and upon viewing in their homes, inspire them to come back soon!).

Advocacy

A vital component of MDPL’s mission has always been the vigilant defense of Historic Preservation beginning with Barbara Capitan and the founding of our organization in the unsuccessful advocacy protests against the demolition of the Senator and New Yorker Hotels. And our core of 3-4 volunteer Advocacy Committee members are usually available to attend City Commission and Land Use Board meetings to speak on behalf of MDPL on pertinent issues regarding historic preservation and the greater community.

Our MDPL Advocacy Committee is proud to note that at least three former members are currently sitting on City of Miami Beach Land Use Boards. These graduates of our advocacy experience realized that their highest effectiveness would be to serve directly on a City board. And we regularly encourage all members of MDPL to become involved in our advocacy efforts and to volunteer for City boards and committees.

MDPL will continue to advocate before the City of Miami Beach Land Use, Planning, Historic Preservation, Design Review Boards and City Commission regarding issues that affect the integrity of our existing historic districts as well as for the quality of life issues affecting residents. The Miami Design Preservation League MDPL’s accessibility and educational information offered through the many programs based out of the Art Deco Welcome Center ultimately expand the impact of MDPL’s “preserve, protect, and promote” mission directive.

Educational Goals-

The minimum educational goal for Miami Design Preservation League during the first year of service beginning on the date of facility appropriation is as follows;

eight thousand (8000) residents and tourists participate in the guided walking tours, one hundred (100) k-12 grade students participate in the guided walking tours, one hundred (100) college level students participate guided walking tours, twelve (12) lectures centered around mission related topics, five (5) films centered around mission related topics & two (2) temporary exhibits displayed in the Art Deco Welcome Center Museum.

Admission Cost

Miami Design Preservation League's museum, lectures, and films are free of charge and will remain free of charge to all visitors. MDPL's Art Deco Weekend is also free of charge with the exception of admissions charged by partner organizations at their (Wolfsonian, Bass, New World Symphony, Arsht Center, the Colony, Miami City Ballet, and the Jewish Museum of South Florida)

Guided Walking Tours are \$20.00 per person
(\$15.00 to students, veterans, senior citizens and children under 12)

Audio Walking Tours are \$15.00 per person

Hours of Operation

The hours listed below are the anticipated minimum hours of operation for the Miami Design Preservation League's facilities. MDPL reserves the right to increase these hours.

The Art Deco Welcome Center Museum

Tuesday - Sunday 10 a.m.- 4 p.m.

The Art Deco Visitors Center

Monday- Sunday 10 a.m.- 4 p.m.

The Art Deco Welcome Center Gift Shop

Sunday-Wednesday 10:00 a.m.-7:00 p.m.

Thurs. Fri. & Sat. 10:00 a.m.- 10:00 p.m.

Standards for the Development and Curation of Exhibits

The excerpt below constitutes American Association of Museums Standards for U.S. Museums. The standards and characteristics are best practice levels that all high functioning museums are expected to achieve. The Miami Design Preservation League intends to benchmark the facility, exhibits, archives, research and curation, along with the legal and ethical practices against the characteristics listed below. By implementing the American Association of Museum's recommendations MDPL prepares itself for a long term goals (in approximately 4-6 years) of the Art Deco Welcome Center Museum seeking appropriate accreditation from the American Association of Museums.

Accreditation Program Standards:

Characteristics of an Accreditable Museum

Approved by the American Association of Museum's
Accreditation Commission & Effective January 1, 2005

Public Trust & Accountability

- The museum is a good steward of its resources held in the public trust.
- The museum identifies the communities it serves, and makes appropriate decisions in how it serves them.
- Regardless of its self-identified communities, the museum strives to be a good neighbor in its geographic area.
- The museum strives to be inclusive and offers opportunities for diverse participation.
- The museum asserts its public service role and places education at the center of that role.
- The museum demonstrates a commitment to providing the public with physical and intellectual access to the museum and its resources.
- The museum is committed to public accountability and is transparent in its mission and its operations.
- The museum complies with local, state, and federal laws, codes, and regulations applicable to its facilities, operations, and administration.

Mission & Planning

- The museum has a clear understanding of its mission and communicates why it exists and who benefits as a result of its efforts.
- All aspects of the museum's operations are integrated and focused on meeting its mission.
- The museum's governing authority and staff think and act strategically to acquire, develop, and allocate resources to advance the mission of the museum.
- The museum engages in ongoing and reflective institutional planning that includes involvement of its audiences and community.
- The museum establishes measures of success and uses them to evaluate and adjust its activities.

Leadership & Organizational Structure

- The governance, staff, and volunteer structures and processes effectively advance the museum's mission.

- The governing authority, staff, and volunteers have a clear and shared understanding of their roles and responsibilities.
- The governing authority, staff, and volunteers legally, ethically, and effectively carry out their responsibilities.
- The composition, qualifications, and diversity of the museum's leadership, staff, and volunteers enable it to carry out the museum's mission and goals.
- There is a clear and formal division of responsibilities between the governing authority and any group that supports the museum, whether separately incorporated or operating within the museum or its parent organization.

Collections Stewardship

- The museum owns, exhibits, or uses collections that are appropriate to its mission.
- The museum legally, ethically, and effectively manages, documents, cares for, and uses the collections.
- The museum's collections-related research is conducted according to appropriate scholarly standards.
- The museum strategically plans for the use and development of its collections.
- Guided by its mission, the museum provides public access to its collections while ensuring their preservation.

Education & Interpretation

- The museum clearly states its overall educational goals, philosophy, and messages, and demonstrates that its activities are in alignment with them.
- The museum understands the characteristics and needs of its existing and potential audiences and uses this understanding to inform its interpretation.
- The museum's interpretive content is based on appropriate research.
- Museums conducting primary research do so according to scholarly standards.
- The museum uses techniques, technologies, and methods appropriate to its educational goals, content, audiences, and resources.
- The museum presents accurate and appropriate content for each of its audiences.
- The museum demonstrates consistent high quality in its interpretive activities.
- The museum assesses the effectiveness of its interpretive activities and uses those results to plan and improve its activities.

Financial Stability

- The museum legally, ethically, and responsibly acquires, manages, and allocates its financial resources in a way that advances its mission.
- The museum operates in a fiscally responsible manner that promotes its long-term sustainability.

Facilities & Risk Management

- The museum allocates its space and uses its facilities to meet the needs of the collections, audience, and staff.
- The museum has appropriate measures to ensure the safety and security of people, its collections and/or objects, and the facilities it owns or uses.
- The museum has an effective program for the care and long-term maintenance of its facilities.
- The museum is clean and well-maintained, and provides for the visitors' needs.
- The museum takes appropriate measures to protect itself against potential risk and loss.

American Association of Museums

(www.aam-us.org/museumresources/accred/upload/Characteristics.pdf)

Integrated Marketing Plan-

Advertising-

MDPL capitalizes upon the organization's longstanding contacts in the local publishing/ media community to secure discounted ad rates, placements with strong impact and visibility, and added-value components to maximize the marketing budget. The 2009/2010 advertising campaign featured the following:

- The Miami Herald
- El Nuevo Herald
- CBS4 TV
- Magic 102.7
- WLRN
- Atlantic Broadband Cable
- Welcome/Bienvenidos Magazine (paid cover feature ad for the December/ January issue)
- Sunpost Newspaper
- The Wire Magazine
- Plum TV
- GMCVB Publications
- Collateral marketing materials for display in hotels and cooperative cultural venues.

Public Relations and Outreach-

MDPL staff, board, and volunteers play a significant role in marketing the organization to the public. Engaging our media partners in editorial coverage, utilizing public events to interface with potential clients, visitors, and sponsors, and offering collaboration to stimulate community recognition prove indispensable as free promotional ventures. MDPL cross markets events with all Miami Beach cultural anchors and many Miami Dade, Broward and Palm Beach County organizations. For example, a relatively new partnership with the Greater Miami Convention and Visitors Bureau Boutique Hotel Group allows MDPL to support the Art Deco Hotel by offering discounted lecture and conference space in our facility in exchange for their promotion of events, tours, and Art Deco Education.

Website-

The MDPL website and Art Deco Welcome Center online store received more than 100,000 hits in the past twelve months. Expanding MDPL web presence into social networking sites has helped the organization keep guests up to date with preservation challenges, educational events, and fundraising programs. MDPL also links its homepage to sponsor sites and partner organization.

Projected Financials

Revenues	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14
A Tours	113,400	119,070	125,023	131,275	137,840
B Store Sales	260,000	300,000	330,000	360,000	400,000
C Earned Revenues	63,500	150,000	150,000	170,000	170,000
D Contributed Support	300,000	310,000	320,000	330,000	340,000
E ADW Revenue	200,000	250,000	250,000	250,000	250,000
Total Revenue	936,900	1,129,070	1,175,023	1,241,275	1,297,840
Expenses					
F Business	15,500	13,000	14,000	15,500	15,500
G Operating	312,000	317,000	320,000	320,000	325,000
H Payroll	210,000	220,000	230,000	260,000	270,000
I Special Events	234,000	320,000	340,000	355,000	355,000
J Welcome Center	134,000	196,000	200,000	210,000	220,000
Total Expenses	905,500	1,066,000	1,104,000	1,160,500	1,185,500
Total Net Income	31,400	63,070	71,023	80,775	112,340

*Projections based on MDPL's previous five year actuals.

Financial Plan Narrative-

The financial plan's budget projects a five year earnings report for the Miami Design Preservation League. The expenses/Income highlights the organizations capacity thrive as an active nonprofit mission driven organization; maintain, manage, and program the Art Deco Welcome Center; and operate the Art Deco Gift Shop and Art Deco Walking Tours. Calculations were derived from a combination and comparison of MDPL's past five years budget numbers in combination with the following line items:

Income-

- A. Tour revenue: 5% increase annually.
- B. Projected numbers reflect FY05/06 and FY06/07 average of approximately \$330,000 per year - when store was fully functioning and calculate economic climate in combination with increased square footage.
- C. Earned Revenues includes: Membership, Art Deco Weekend, and Facility Rental. Projected numbers are based on prior averages and demonstrate growth due to factoring in newly remodeled facility and increased marketability.
- D. Contributed Support in the form of sponsorship, donations, grants, and other public money is expected to increase with the acquisition of the museum space and development of MDPL programming targeting new educational components.
- E. Projected number is based on averages of past Art Deco Weekend, however, Art Deco Weekend is NOT intended to be a primary income generator for MDPL, but rather a mission centered event with ever increasing program and expansion opportunities.

Expense-

- F. Business costs maintain a steady number with depreciation and amortization as a factor.
- G. Operating expenses are general and include rent, equipment, and PR and advertising.
- H. At the MDPL peak, staff is expected to include seven people in total. An executive director, a director of finance and operation, a director or development and outreach, a program director/museum curator, and a store manager and two store associates. Volunteer are utilized by the organization to provide all tour staffing.
- I. Special Events costs consider the steady growth of programs (which are outlined in this business plan)
- J. The Art Deco Gift Shop and Welcome Center have to account for the cost of goods and general expenses.

The final line item, Total Net Income, reflects a positive cash flow and demonstrates MDPL's capability to fund the desired Art Deco Welcome Center programming. Albeit modest the first year, within five years MDPL maintains the operating funds necessary to implement planned growth.

Projected Cost of Art Deco Museum

Fabrication	\$150.00 X 2256 Sq. Ft.	\$338,400.00
Design & Development	18% of fabrication	\$60,912.00
Graphics Design	1.5% of fabrication	\$5,076.00
Contingency & Escalation	10% of fabrication	\$33,840
Post Installation Revision	.5% of fabrication	\$1,692.00
Maintenance & Upkeep	1.5% of fabrication	\$5,076.00
Total		\$444,996.00

*Calculated using the American Association of Museum's Preliminary Baseline Budget Format.
www.aam-us.org

Potential Granting Agencies-

- Miami Dade Department of Cultural Affairs: Capital Development Grant Program
- Dade Community Foundation- Community Grant Program: The Mary Ann ballard Fund for Historic Preservation
- State of Florida-Division of Historical Resource: Small Matching Historical Grants
- Institute of Museum and Library Services: American Heritage Preservation Grant
- American Association for State and Local History in partnership with the History Channel: Save Our History Grants
- American Architectural Foundation- Accent on Architecture Community Grant Program
- Tourism Cares.org- Restoring the Past, Preserving the Future Grant Program
- American Association of Museum- Small Museum Planning Grants

2010-2011 Art Deco Welcome Center Facility Rental Rates

**Benchmarked rates and contract using Miami Beach Botanic Garden & the FIU Wolfsonian*

Area	Description	Capacity	Base Rental Rate	Additional Hours
Exhibit Hall	2200 square foot exhibit hall.	280 people	\$2200.00 /6hr <i>Security Deposit \$1000.00</i>	\$350.00
Lecture Hall	1580 square feet lecture hall.	208 people	\$1550.00 /6 hr <i>Security Deposit \$700.00</i>	\$250.00
Art Deco Welcome Center	Both areas	Maximum Capacity 500 ppl	\$3700.00 /6 hr <i>Security deposit \$1500.00</i>	\$600.00

*Please note: Additional Fees-

*Annual Membership to Miami Design Preservation League-\$35.00

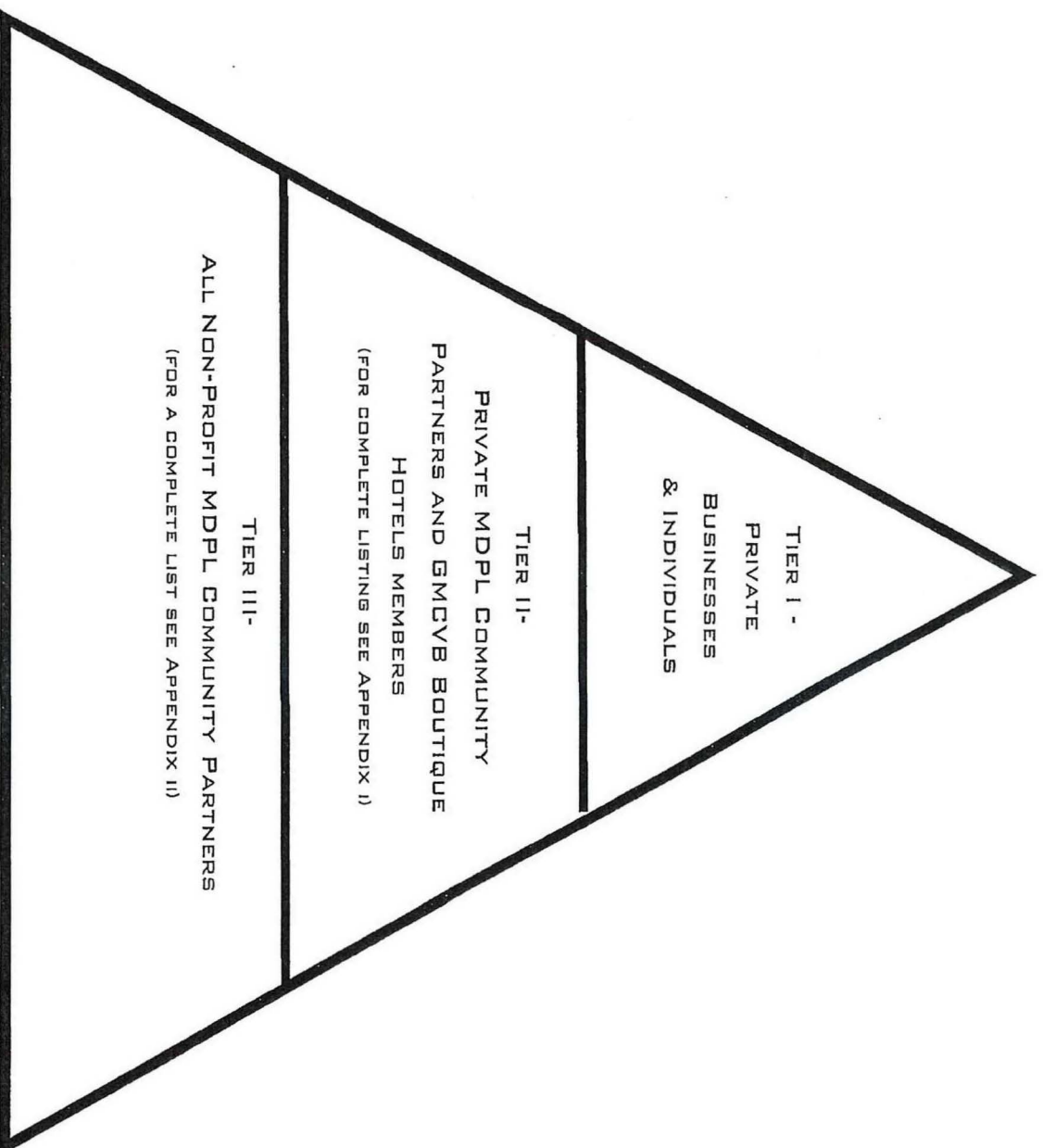
*7% Sales Tax to all rental amounts due to Miami Design Preservation League

*MDPL Facility Attendant is \$25.00 per hour.

*Janitorial Fee \$250.00

*Insurance Premium(s) shall be quoted and charged based upon projected number of people in attendance and liquor sold, if any. Approximate charge is \$1.00 per guest.

Fee scale will determine rental rate discounts.



Tier I- Full facility charge, fees and taxes

Tier II- 75% of the facility rental rate

Tier III- No facility rental charge, client responsible for additional fees only.

*The City of Miami Beach will have unlimited usage (based on availability) of the facility and will not be required to pay any additional fees or service charges.

**Miami Design Preservation League
Policies and Procedures**

Art Deco Welcome Center Facility Rental

The Miami Design Preservation League has established policies and procedures pertaining to the space rental & facility utilization at the Art Deco Welcome Center at the ocean Auditorium. These include, but are not necessarily limited to, the following:

1. MDPL facilities may be rented only when there are not other regularly scheduled events.
2. All events taking place at the Art Deco Welcome Center involving food should be professionally catered. There is no self catering permitted. If the proper documentation regarding catering license, insurance, and signed cater contract is not presented within 30 days of the event, MDPL has the right to terminate the contract and no refund will be provided.
3. The MDPL Cancellation Policy requires Lessee to cancel no less than sixty (60) days from the event date. Notice of cancellation must be sent in writing through certified mail. The security deposit will only be returned if the cancellation happened within thirty (30) days of signing the original agreement. If notice of cancellation is received thirty (30) days prior to the event date, the Lessee shall be obligated to pay 50% of the amount due to MDPL. Should Lessee cancel less than thirty (30) days from the event date, Lessee shall be obligated to pay 100% of the rent. *special circumstances exist for weather conditions determined to be dangerous.
4. Lessee must observe the hours of the use as specifies by MDPL. Space rental is valid only only for the dates specified in the executed rental agreement. There is an allowance of three hours prior to the the event for set-up and two hours after the event for clean-up. Any time needed outside of this must be scheduled in advance for a fee of \$75.00 per hour. However, this is subject to availability of staff and previous scheduled events.
5. Lessee agrees to abide by all City, County, and State laws while Lessee uses all MDPL facilities.
 - A. Workers Compensation, per Florida Statute pertaining to same, for any employee of the Lessee that works in any capacity upon the MDPL premises.
 - B. Commercial General Liability in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injuries and property damage. Depending on facility usage or the event, Products Liability and or Liquor Liability may also be required. This insurance policy must be named the City of Miami Beach and the Miami Design Preservation League as an "additional

insured" and be issued by an insurance company acceptable to the Risk Manager for the City of Miami Beach.

6. Lessee is solely responsible for all the set-up, breakdown, and removal of all decorations and all other event related items. All event related items and or items belonging to the Lessee and or the Lessee's vendors must be removed from the Art Deco Welcome Center premises immediately following intended usage. No facility storage is available pre or post event.
7. MDPL staff is not responsible for receiving shipments, vendors, or items related to the event. MDPL does not accept responsibility for pick-ups, deliveries, equipment or installation.
8. MDPL retains the authority to determine the number of employees required for the event
9. It should be understood that the duties of MDPL staff concern only the security of the site not of the lessee's guests or the lessee's themselves. MDPL staff shall be present to supervise the building and grounds during the function and to close the building and grounds after the function ends.
10. Events at the Art Deco Welcome Center are limited to the property outlined. Any other tents or outdoor requirements must be approved through a City of Miami Beach special events permit.
11. Lessee may not assign Lessee rights under any agreement for the use of the Art Deco Welcome Center without the MDPL consent, but will remain bound by all obligations herein. Lessee may not sublease without written permission from MDPL. Any purported assignment by the Lessee is void.
12. Rental Contract will not be considered final and date will not be reserved unless this document is signed and submitted.

Lessee (print)

Lessee signature

Date

Art Deco Welcome Center Events, Exhibits & Lectures '09-'10	
Month	Program
November Nov. 7th Nov. 1st - 30th	Lecture: Erté- Designs of the Debonair. Biennial Miami + Beach- International Photography Competition of Architecture, Interior Design, & Landscape Architecture.
Nov 18th	GMCVB Boutique Hotel Conference
December Dec. 1st- 7th	Miami Ad School, Advertising Federation of South Florida and MDPL present: The Ocean Auditorium Launch.
January Jan. 15th- 17th January 21st- 22nd	Art Deco Weekend Exhibit: "Flying Ladies" The Art of Automobile Hood Ornaments and Car Mascots. National Trust: Annual Meeting.
February Feb. 3-7th Feb 18/19th	Jon Christopher- "Postcards" Painted photos of the Art Deco Districts iconic buildings and Streetscapes. Supertowl Merchandise Headquarters Progressive Insurance Commercial Shoot
March	Dade Heritage Days- Lectures, Tours and Exhibit.
April	Victory: The Past has a Future 30 years of the Art Deco District.
May May 14th	Moon Over Miami Ball.
June June 10th June 10th- 14th	ALA- Miami ALA Chapter Host Party. ALA conference: Exhibit, Tours, Lecture.
July	Summer camp w/ Miami Museum of Nature & Science and the Art Center South Florida.

Appendix I

MDPPL Private Partnerships-

The Miami Design Preservation League is fortunate enough to be able to boast of many private business and hotel partnerships that assist our organization and support our mission, these generous donors include:

- Goldman Properties: The Hotel & The Park Central
- The Lowes Hotel
- The Betsy
- The Clevelander & The Essex House
- The South Beach Group
- The Winterhaven
- Cardozo
- The Sherbrooke
- The Beacon
- Architectonica
- Bercow & Radell
- Greenberg Traurig
- Perkins+Will
- EDAW, Inc.
- Geico
- PLUM TV
- Atlantic Broadband Cable

Appendix II

Community Partnerships-

The Miami Design Preservation League is fortunate enough to be able to boast of many community partnerships, including:

- Florida International University
- Miami Dade Public Schools
- Miami Ad School
- Dade Heritage Trust
- Miami Beach Chamber of Commerce
- The Greater Miami Convention and Visitors Bureau
- Miami Dade Cultural Affairs
- The Miami Beach Visitors and Convention Authority
- Atlantic Broadband Cable
- Ocean Drive Association
- Gay & Lesbian Chamber of Commerce
- Art Deco Cultural Alliance: An MDPL Collaboration Initiative for Miami Beach Organizations
 - New World Symphony
 - Bass Museum
 - Miami City Ballet
 - Jewish Museum
 - Miami Children's Museum
 - Arts at St. John
 - Sobe Institute
 - Miami Beach Botanic Garden
- Adrienne Arsht Center
- Miami Beach Ocean Rescue
- American Institute of Architects
- Unidad Miami
- Miami Beach Community Development Corporation

Art Deco Welcome Center / MDPL Five Year Benchmarks 2009-2014				
Action /Date	12- 18 months	18-24 months	24-26 months	2014 (4-5 years)
Visitors Center	Operational with full time liaison, information, and point of sale tour/ hotel reservation capabilities.			
Art Deco Museum	Timeline and 30th Anniversary of Art Deco Historic District on display. Phase 1- Scale model of Art Deco District	Transition to Interactive w/ touch screen. Implement Deco& Design Exhibit Phase 2- Scale model of Art Deco District.	Video & Audio Archive development and production. Phase 3- Scale model of Art Deco District	Develop and submit comprehensive proposal of "Art Deco Museum Program Plan" to City Manager. Phase 4- Completion. Scale model of Art Deco District.
Art Deco District Walking Tours	ALA conference tours development and training. Twice daily weekend tours.	Virtual Tour/ 90 minute video presentation of the Ocean Drive & Beyond tour.		Italian and Japanese audio tours.
Barbara Capitan Archives and Research Center	Transfer archives materials. Download Capitman Archives to electronic storage.	Professional Archivist to organize and catalogue materials.		Research library of Miami Beach Preservation open for public access in the MDPL office
Education	Miami Beach Sr. High School- Academy of Hospitality and Tourism "Art Deco: Time Past, Time Present". Fienberg-Fisher K-8th- Deco Detectives.	FIU- Landscape Architecture School facilitates "greening" of roof to better utilize energy resources for building.	State of Florida Continuing Education Course Accreditation and Implementation. FIU College of Architecture sponsored summer semester in Miami Beach	

**Art Deco Welcome Center & MDPL First Year Benchmarks
Beginning in January 2010**

Action /Date	March	July	October	January
Visitors Center	Information desk, guest services agent, and expanded tour offerings.	Miami Sighting Hop On/Off service collaboration.		Interactive touchscreen computer installed with comprehensive visitor survey.
Art Deco Museum	Children's Corner/ Video & Audio Archive area set up (loop documentary on Miami Beach)/ Deco & Design limited exhibit.	Temporary Exhibit Barbara Capitan: 30 Years of Preservation History Develop a Fundraising Plan	Prepare grant proposals for permanent exhibits Train and transition to part time volunteer staff force.	Fundraising
Art Deco District Walking Tours	Twice daily weekend tours added to schedule.	ALA conference tours prepared and hosted.		Prepare grant proposals for video/virtual walking tour.
Barbara Capitan Archives and Research Center	Move Archive materials from storage facility.		Research archive preparation and identify requirements and budget specifics and develop fundraising plan.	Fundraising
Education	Art Deco District Tour Guide Academy FIU program development	Miami Beach Sr. High School-Academy of Hospitality and Tourism "Art Deco: Time Past, Time Present"	Fienberg Fisher K-8th Center "Deco Detectives" FIU program development	Art Deco District Tour Guide Academy
Lectures, Films & MDPL Programs	Lecture: Erté's Haute Couture Collection, based on the classic Art Deco original drawings Erte designed between 1937-39.	Lecture & Film: Miami Beach Community Development Corporation & MDPL: Preservation Heritage Presentation	Lecture: Miami Beach Memorabilia. Lecture: Woody Von Dracek- Posters of Paradise Miami Beach Film Classics	Lecture Series: Renovation and Preservation

Exhibit "C"
(Rental Rates and Policies and Procedures)

[NOT FINAL -- SEE SECTION 4.2.2(i)]

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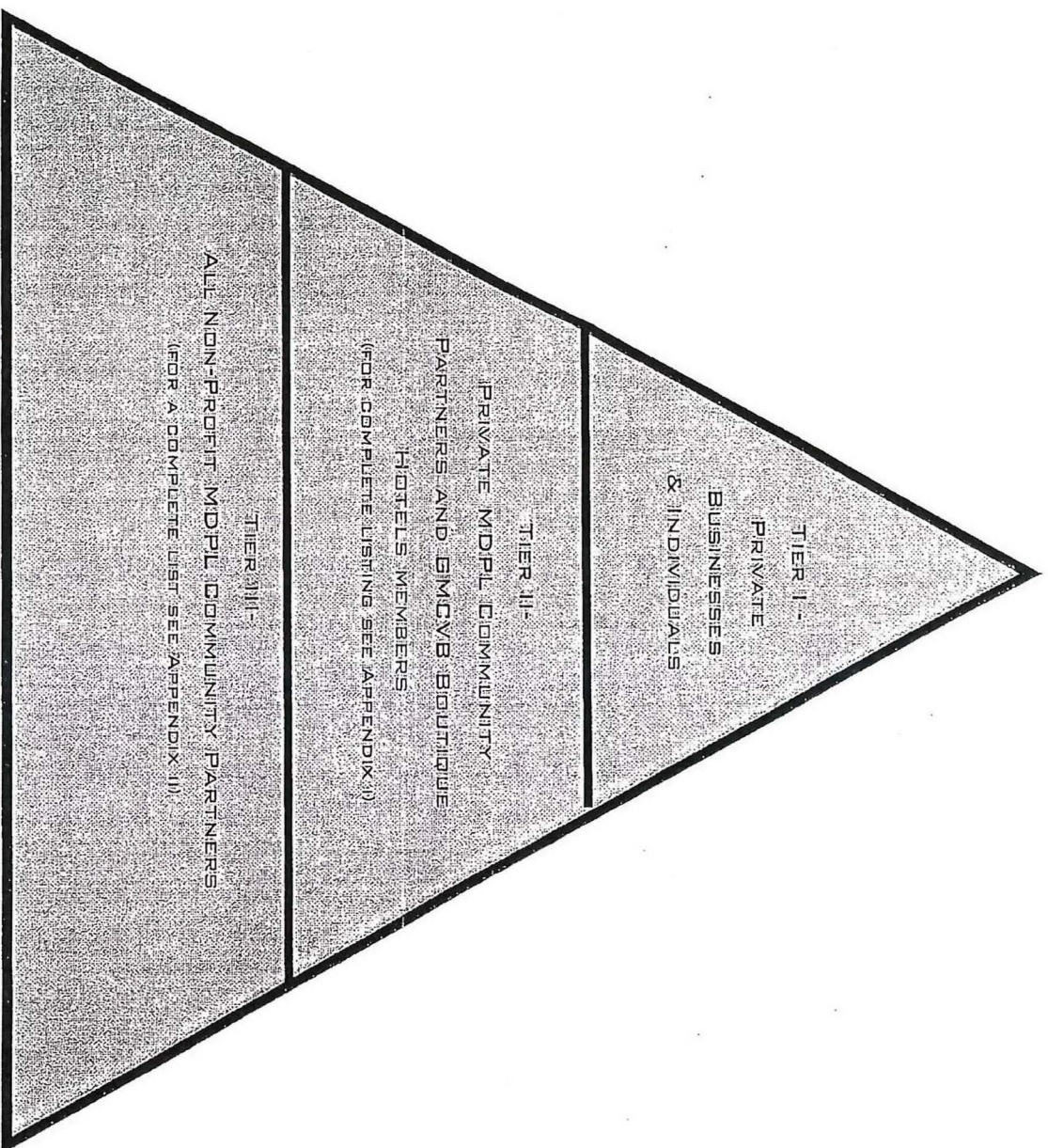
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Lessee (print)

Lessee signature

Date

Exhibit "D"
(Insurance)