

RESOLUTION NO. 2018-30567

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT WITH MIAMI NEW DRAMA, INC. (MIND) FOR THE OPERATION, MANAGEMENT, MAINTENANCE, AND PROMOTION OF THE COLONY THEATRE; SAID AMENDMENT CONTAINING THE FOLLOWING ESSENTIAL TERMS: (I) INCREASING THE CITY'S CONTRIBUTION TO MIND FOR THE OPERATION OF THE THEATRE IN FY 2018-2019, TO THE TOTAL SUM NOT TO EXCEED \$500,000, INCLUSIVE OF UTILITY CONTRIBUTIONS IN THE AMOUNT NOT TO EXCEED \$80,000, AND, THEREAFTER, CONTINGENT UPON FUNDING APPROVAL OF THE CITY'S CONTRIBUTION DURING THE CITY'S BUDGETARY PROCESS AND EACH SUBSEQUENT FISCAL YEAR; (II) UPDATING MIND'S NAME TO REFLECT MIAMI NEW DRAMA, INC; (III) UPDATING THE LEGAL DESCRIPTION OF THE FACILITY, TO REFLECT UNIT 3 OF COLONY THEATRE CONDOMINIUM; (IV) APPROVING THE FIRST RENEWAL TERM, FOR FIVE (5) YEARS, COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2023; (V) ENHANCING THE PERFORMANCE MEASURES TO INCLUDE AN EDUCATIONAL DIVISION AND PUBLIC OUTREACH, WHICH WILL INCLUDE PROVIDING FREE TICKETS FOR SENIOR CENTERS THROUGHOUT MIAMI BEACH, 1,000 FREE OR DISCOUNTED TICKETS OFFERED ANNUALLY FOR SENIORS (AGES 62 OR OLDER) AND FOR YOUTH (AGES 13-22); AND (VI) REQUIRING MIND TO ACKNOWLEDGE THE CITY AS AN INSTRUMENTAL BENEFACTOR OF THE THEATRE DURING EACH PERFORMANCE AND IN ALL MARKETING MATERIAL; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AMENDMENT.

WHEREAS, on December 9, 2015, the City Commission made a dual referral to to both the Cultural Arts Council (CAC) and the Finance and Citywide Projects Committee (FCWPC) to discuss options for incentivizing local theater in Miami Beach; and

WHEREAS, this discussion was prompted by the announcement of a major new professional theater company, Miami New Drama, under the direction of multiple-award winning director and playwright Moises Kauffman and Michel Hausmann; and

WHEREAS, on April 13, 2016, the City Commission made another dual referral to the CAC and FCWPC to consider having Miami New Drama manage the Colony Theatre, located at 1040 Lincoln Road, Miami Beach, FL, (the Facility) as a pilot program; and

WHEREAS, on May 12, 2016, Mr. Hausmann presented Miami New Drama's vision to the members of the Cultural Arts Council, who voted unanimously in favor of the organization's proposal to oversee the artistic direction and operation of the Colony Theatre beginning October 1, 2016; and

WHEREAS, The FCWPC met on May 20, 2016 and recommended in support of the proposal; and

WHEREAS, On July 22, 2016, the FCWPC recommended moving forward with the Miami New Drama Management Agreement for the Colony Theatre, including the following City Contributions:

WHEREAS, On July 22, 2016, the FCWPC recommended moving forward with the Miami New Drama Management Agreement for the Colony Theatre, including the following City Contributions:

- The City of Miami Beach will provide an annual contribution to Miami New Drama in the amount of \$170,000, payable within fifteen (15) days following the end of each Quarter; and
- The City of Miami Beach will cover utility costs at the Colony Theatre, up to \$80,000 annually, with all costs above \$80,000 being the responsibility of Miami New Drama; and

WHEREAS, On September 14, 2016, the City Commission adopted Resolution No. 2016-29569, approving an agreement with Miami Theater Hub, Inc. d/b/a Miami New Drama (MiND) for the operation, management, maintenance and promotion of the Colony Theatre for an initial term of two (2) years, commencing October 1, 2016 and ending on September 30, 2018, with an option to extend the agreement, at the City's sole discretion, for up to one (1) additional term of five (5) years, and one (1) additional term of two (2) years and 364 days; and

WHEREAS, on October 4, 2016 the City and MiND executed a Management Agreement (the Agreement); and

WHEREAS, on May 17, 2017, the Mayor and City Commission adopted Resolution No. 2017-29858, approving Amendment No. 1 to the Agreement to include six parking spaces at Municipal Parking Lot No. P25 at no charge to MiND; and

WHEREAS, on August 29, 2017, Miami Theater Hub, Inc. changed its name to Miami New Drama, Inc; and

WHEREAS, on February 22, 2018, the City submitted the Facility to Condominium ownership; and

WHEREAS, On April 24, 2018, MiND submitted to City staff the following proposed enhanced performance indicators:

A. Increase Number of Events and Attendance

- Produce 150 events at the facility for contract years October 1, 2018- September 30, 2020, serving more than 35,000 visitors per year;
- Produce 175 events at the facility for contract years October 1, 2020-September 30, 2022, serving more than 40,000 visitors per year;
- Produce 200 events at the facility for contract year October 1, 2022-September 30, 2023, serving more than 45,000 visitors per year.

B. Development of an Educational Division and Increase Public Outreach

Each season would include 4 to 5 Miami New Drama produced or co-produced productions, the development of an educational division, and expansion of their public outreach initiatives to include the following:

- a **"\$3.05 ticket program"** reserving seats for first time theater-goers for every performance for \$3.05. (12 tickets per Miami New Drama Performance, 1,000 tickets annual estimate);
- **free tickets** for senior centers throughout Miami Beach;

- **free or discounted tickets** offered annually for seniors (ages 62 or older) and for youth (ages 13-22) (1,000 tickets annual estimate);
- **educational programs** to accompany each production, including student performances that serve up to 6,400 students. Miami New Drama presents morning matinee performances for Miami-Dade Public School students to provide access to the live theatre experience and share vital and educational stories relevant to them;
- **children's summer camp and workshops** Fun and creative workshops and summer camps will be offered for aspiring artists that combine lessons in acting, hip-hop, breakdancing, singing, beatboxing, percussion and painting teaching students how to take part in all aspects of theatre; and
- **traveling plays for schools and senior centers.** For FY 18/19, Miami New Drama will present 18 performances of *Antigone in the World*, which is an ambitious school and community tour project that provides even greater in depth access to the arts for youth and seniors; and

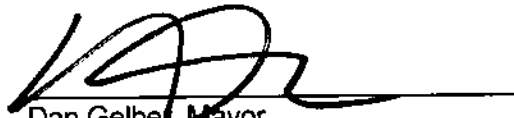
WHEREAS, under these performance indicators, MiND requested additional City funding, in the amount of \$420,000 annually, to be paid quarterly; and a utilities reimbursement of \$80,000 annually, to be paid quarterly, for a total annual City contribution of \$500,000; and

WHEREAS, on July 20, 2018, the Finance and Citywide Projects Committee recommended moving forward with a total annual contribution of \$500,000 to MiND for FY 2018/19, which was approved by the City Commission as part of the City's budget process on September 26, 2018; and

WHEREAS, the Administration recommends approving, in substantial form, Amendment No. 2 to the Agreement, incorporated herein by reference and attached to the City Commission Memorandum accompanying this Resolution.

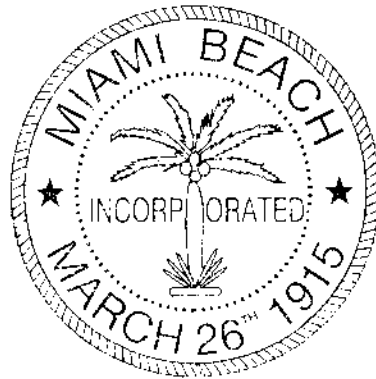
NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accepts the recommendation of the Finance and Citywide Projects Committee, and approve, in substantial form, Amendment No. 2 to the Management Agreement, dated October 4, 2016, with Miami New Drama, Inc. for the operation, management, maintenance, and promotion of the Colony Theatre; said Amendment containing the following essential terms: (I) increasing the City's contribution to MiND for the operation of the Theatre for FY 2018-2019 to the total annual sum not to exceed \$500,000, inclusive of an annual utility contribution, in the amount not to exceed \$80,000, and, thereafter, contingent upon funding approval of the City's contribution during the City's budgetary process for each subsequent fiscal year; (II) updating MiND's name to reflect Miami New Drama, Inc; (III) updating the legal description of the facility to reflect Unit 3 of the Colony Theatre Condominium; (IV) approving the first renewal term, for five (5) years, commencing October 1, 2018 and ending September 30, 2023; (V) enhancing the performance measures to include an educational division and public outreach, which will include providing free tickets for senior centers and approximately 1,000 free or discounted tickets for seniors (ages 62 and older) and for youth (ages 13-22) throughout Miami Beach; and (VI) requiring MiND to acknowledge the City as an instrumental benefactor of the Theatre during each performance and in all marketing materials; and further authorize the Mayor and City Clerk to execute the final amendment.

PASSED and **ADOPTED** this 17th day of October 2018.

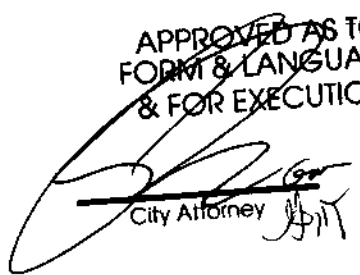

Dan Gelber, Mayor

ATTEST:


10/30/18
Rafael E. Granado, City Clerk



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

10/10/18
Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: October 17, 2018

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT WITH MIAMI NEW DRAMA (MIND) FOR THE OPERATION, MANAGEMENT, MAINTENANCE, AND PROMOTION OF THE COLONY THEATRE, DATED OCTOBER 4, 2016; SAID AMENDMENT CONTAINING THE FOLLOWING ESSENTIAL TERMS: (I) INCREASING THE CITY'S CONTRIBUTION TO MIND FOR THE OPERATION OF THE THEATRE TO THE TOTAL ANNUAL SUM NOT TO EXCEED \$500,000, INCLUSIVE OF ANNUAL UTILITY CONTRIBUTION NOT TO EXCEED \$80,000, FOR FY 2018-2019 AND, THEREAFTER, CONTINGENT UPON FUNDING APPROVAL OF THE CITY'S CONTRIBUTION DURING THE CITY'S BUDGETARY PROCESS AND EACH SUBSEQUENT FISCAL YEAR; (II) UPDATING MIND'S NAME TO REFLECT MIAMI NEW DRAMA, INC.; (III) UPDATING THE LEGAL DESCRIPTION OF THE FACILITY, TO REFLECT UNIT 3 OF COLONY THEATRE CONDOMINIUM; (IV) APPROVING THE FIRST RENEWAL TERM, FOR FIVE (5) YEARS, COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2023; AND (V) ENHANCING THE PERFORMANCE MEASURES TO INCLUDE AN EDUCATIONAL DIVISION AND PUBLIC OUTREACH, WHICH WILL INCLUDE PROVIDING FREE TICKETS FOR SENIOR CENTERS THROUGHOUT MIAMI BEACH, FREE OR DISCOUNTED TICKETS OFFERED ANNUALLY FOR SENIORS (AGES 62 OR OLDER) AND FOR YOUTH (AGES 13-22); AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AMENDMENT.

RECOMMENDATION

Adopt this resolution.

BACKGROUND

At the December 9, 2015 Commission meeting, Commissioners Steinberg and Malakoff referred a discussion of how to incentivize local theater in Miami Beach to both the Cultural Arts Council (CAC) and the Finance and Citywide Projects Committee (FCWPC). This discussion was prompted by the announcement of a major new professional theater company, Miami New Drama, under the direction of multiple-award winning director and playwright Moises Kauffman and Michel Hausmann. The subject was discussed at length by the CAC at its meeting on January 7, 2016.

At the April 13, 2016 City Commission meeting, Commissioners Steinberg, Grieco, and Malakoff

sponsored another referral to both the CAC and FCWPC to consider having Miami New Drama manage the Colony Theater as a pilot program. On May 12, 2016, Mr. Hausmann presented Miami New Drama's vision to the members of the CAC, who voted unanimously in favor of the organization's proposal to oversee the artistic direction and operation of the Colony Theater beginning October 1, 2016. The Finance and Citywide Projects Committee (FCWPC) met on May 20, 2016 and recommended in support of the proposal, directed staff to negotiate a Management Agreement that would include options for City funding and to return to the FCWPC with a draft of the agreement for review and consideration. On June 8, 2016, the City Commission accepted the recommendation of the FCWPC and staff negotiated a draft Management Agreement with Miami New Drama.

On July 22, 2016, the FCWPC recommended to move forward with the Miami New Drama Management Agreement for the Colony Theatre with the following key terms and conditions:

- The City of Miami Beach shall provide an annual contribution to Miami New Drama in the amount of \$170,000, payable within fifteen (15) days following the end of each Quarter
- The City of Miami Beach shall cover utility costs at the Colony Theatre, up to \$80,000 annually. All costs above \$80,000 are the responsibility of Miami New Drama.
- The agreement shall be for an initial term of two (2) years, commencing on October 1, 2016 and ending on September 30, 2018. At its sole option and discretion, the City may extend this agreement for up to one (1) additional five (5) year term, and one (1) additional two (2) years and 364 day term.
- Miami New Drama shall cause at least 75 events at the facility for each contract year, serving more than 30,000 visitors per year
- Miami New Drama shall provide day-to-day operational and administrative services in support of its management activities to ensure that the facility shall be operated, managed and maintained in a first class manner, including but not limited to, acquisition of services, equipment, supplies and facilities; maintenance and property management; security; personnel management; record-keeping; collections and billing; and promotional activities, including but not limited to public relations, social media and paid marketing outreach.
- Miami New Drama shall provide quarterly reports to the City detailing event records and programmatic plans, marketing and promotional activities, maintenance and capital work, and operational/administrative budgets.
- The City remains responsible for maintenance of the major building systems (i.e. HVAC, roof, plumbing, electrical, and elevator) and for long term building capital improvements.
- Miami New Drama shall be responsible for the purchase of any equipment related to the venue that needs to be replaced due to normal wear and tear.

On September 14, 2016, the City Commission adopted Resolution No. 2016-29569 approving the Management Agreement with Miami New Drama for the operation, management, maintenance and promotion of the Colony Theatre, authorizing annual funding in the amount of \$170,000 and having an initial term of two (2) years, commencing October 1, 2016, and ending on October 31, 2018, with an option to extend the agreement, at the City's sole discretion, for up to one (1) additional five (5) year terms, and one (1) additional two year (2) year and 364 day term. (Exhibit A- Management Agreement)

On May 17, 2017 the City Commission adopted Resolution No. 2017-29858 approving Amendment No. 1 to the Management Agreement providing six parking spaces for employees of Miami New Drama at Municipal Parking Lot No. P25, located at 17th Street and Lenox Avenue at no charge to Miami New Drama. The cost of the parking is \$74.90 monthly for each permit, which equates to \$449.40 monthly or \$5,392.80 annually. Funding in the TCED budget covers the parking expense.

ANALYSIS

As noted above, under the current Management Agreement, Miami New Drama must produce 75 events at the facility for each contract year, serving more than 30,000 visitors per year. The following represents these activities:

- Produced 138 events at the facility for contract year October 1, 2016- September 30, 2017, serving 26,692 visitors. During the first quarter, October 1- December 31, 2016, Miami New Drama was required to honor all existing rentals and did not begin producing and booking new events until January 2017.
- Produced 200 events at the facility from October 1, 2017- September 18, 2018, serving 33,000 visitors.

On April 24, 2018, Miami New Drama proposed the following performance indicators to the City:

Increase Number of Events and Attendance

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- Produce 150 events at the facility for contract years October 1, 2018- September 30, 2020, serving more than 35,000 visitors per year;
- Produce 175 events at the facility for contract years October 1, 2020-September 30, 2022, serving more than 40,000 visitors per year;
- Produce 200 events at the facility for contract year October 1, 2022-September 30, 2023, serving more than 45,000 visitors per year.

Development of an Educational Division and Increase Public Outreach

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Each season would include 4 to 5 Miami New Drama produced or co-produced productions, the development of an educational division, and expansion of their public outreach initiatives to include the following:

- **A "\$3.05 ticket program"** reserving seats for first time theater-goers for every performance for \$3.05. (12 tickets per Miami New Drama Performance, 1,000 tickets annual estimate)
- **Free tickets** for senior centers and youth throughout Miami Beach (1,000 tickets annual estimate)
- **Educational programs** to accompany each production, including student performances that serve up to 6,400 students. Miami New Drama presents morning matinee performances for Miami-Dade Public School students to provide access to the live theatre experience and share vital and educational stories relevant to them.
- **Children's Summer Camp and Workshops** Fun and creative workshops and summer camps will be offered for aspiring artists that combine lessons in acting, hip-hop, breakdancing, singing, beatboxing, percussion and painting teaching students how to take part in all aspects of theatre.
- **Traveling plays for schools and senior centers.** For FY 18/19, Miami New Drama will present 18 performances of *Antigone in the World*, which is an ambitious school and community tour project that provides even greater in depth access to the arts for youth and seniors. Performance activities include a thrilling workshop and talkback led by the artists paired with a study guide that explains and excites audiences prior to witnessing the adaptation.

Under these performance indicators, Miami New Drama proposed City funding in the amount of \$420,000 annually, to be paid quarterly; and a utilities reimbursement of \$80,000 to be paid quarterly, for a total annual contribution of \$500,000. Capital maintenance responsibilities would be retained by the City of Miami Beach.

On July 20, 2018, the Finance and Citywide Projects Committee recommended moving forward with an increase of \$330,000 for a total annual contribution of \$500,000 to Miami New Drama for FY 2018/19, inclusive of the \$80,000 utilities reimbursement. This amount is contingent upon funding approval of the City's contribution during the City's budgetary process for FY 2018-2019 and each subsequent fiscal year.

As noted above, the existing Management Agreement with Miami New Drama ends on September 30, 2018, with an option to extend the agreement, at the City's sole discretion, for up to one (1) additional five (5) year terms, and one (1) additional two (2) year and 364 day term. The first renewal option is for five years, commencing October 1, 2018 and ending September 30, 2023. Amendment No. 2 to the Miami New Drama Management Agreement for the Colony Theatre will include the following key terms and conditions:

- The City of Miami Beach shall provide an annual contribution to Miami New Drama in the amount of \$420,000, payable within fifteen (15) days following the end of each Quarter. The annual contribution is contingent upon funding approval of the City's contribution during the City's budgetary process for FY 2018-2019 and each subsequent fiscal year.
- The City of Miami Beach shall cover utility costs at the Colony Theatre, up to \$80,000 annually. All costs above \$80,000 are the responsibility of Miami New Drama.
- The City of Miami Beach approval of the first renewal option for one (1) additional five (5) year term, commencing on October 1, 2018 and ending September 30, 2023
- Miami New Drama will increase the number of events and attendance as follows:
 - o Produce 150 events at the facility for contract years October 1, 2018-September 30, 2020, serving more than 35,000 visitors per year;
 - o Produce 175 events at the facility for contract years October 1, 2020-September 30, 2022, serving more than 40,000 visitors per year;
 - o Produce 200 events at the facility for contract year October 1, 2022-September 30, 2023, serving more than 45,000 visitors per year.
- Miami New Drama will develop an educational division and increase public outreach to include the following:
 - o A "\$3.05 ticket program" reserving seats for first time theater-goers for every performance for \$3.05 (12 tickets per Miami New Drama Performance, 1,000 tickets annual estimate)
 - o Free tickets for senior centers and youth throughout Miami Beach (1,000 tickets annual estimate)
 - o Educational programs to accompany each production
 - o Children's Summer Camp and Workshops
 - o Traveling plays for schools and senior centers
- Miami New Drama shall provide day-to-day operational and administrative services in support of its management activities to ensure that the facility shall be operated, managed and maintained in a first class manner, including but not limited to, acquisition of services, equipment, supplies and facilities; maintenance and property management; security; personnel management; record-keeping; collections and billing; and promotional activities, including but not limited to public relations, social media and paid marketing outreach.
- Miami New Drama shall provide quarterly reports to the City detailing event records and programmatic plans, educational and outreach initiatives, marketing and promotional activities, maintenance and capital work, and operational/administrative budgets.
- The City remains responsible for maintenance of the major building systems (i.e. HVAC, roof, plumbing, electrical, and elevator) and for long term building capital improvements.

In addition to increasing the City's contribution, approving the first renewal option for five years and enhancing the key performance measures noted above, Amendment No. 2 will also update the legal

description of the facility to reflect Unit 3 of the Colony Theatre Condominium. The property was submitted to condominium ownership by the City on February 22, 2018, and as such the legal description of the Facility would need to be updated to reflect that it is now Unit No. 3 of Colony Theatre Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 30872, at Pages 1216-1280, of the Public Records of Miami-Dade County, Florida.

For reference, attached is the FY 2018/19 Operational Plan presented by Miami New Drama (Exhibit C) which provides the following:

- FY 18/19 Operational Plan, Company Overview and Season Productions
- FY 18/19 Organizational Budget
- Five Year Operating Budget and Projections
- Miami New Drama staff presentation to Finance and Citywide Projects Committee, as presented by Miami New Drama staff on July 13, 2018

CONCLUSION

Staff recommends approval of the attached Resolution approving, in substantial form, Amendment No. 2 to the Management Agreement with Miami New Drama (MiND) for the operation, management, maintenance, and promotion of the Colony Theatre, dated October 4, 2016; said Amendment containing the following essential terms: (I) increasing the City's contribution to MiND for the operation of the Theatre to the total annual sum of \$500,000 for FY 2018-2019, and, thereafter, contingent upon funding approval of the City's contribution during the City's budgetary process for each subsequent fiscal year; (II) updating MIND's name to reflect Miami New Drama, Inc; (III) updating the legal description of the facility to reflect Unit 3 of the Colony Theatre Condominium; (IV) approving the first renewal option, for five (5) years, commencing October 1, 2018 and ending September 30, 2023; and (V) modifying the performance measures to include an educational division, which will include providing free tickets for senior centers throughout Miami Beach; and further authorizing the Mayor and City Clerk to execute the final amendment.

KEY INTENDED OUTCOMES SUPPORTED

Enhance Cultural and Recreational Activities

FINANCIAL INFORMATION

Funding has been allocated as part of the adopted FY 2018-19 City budget.

Legislative Tracking

Tourism, Culture and Economic Development

ATTACHMENTS:

Description

- Exhibit A MiND Management Agreement
- Exhibit B- Draft Amendment 2
- Exhibit C Legal Description of Facility Unit 3 Condominium
- Exhibit D MiND Operating Plan
- Exhibit E MiND Name Change
- Draft Reso- Miami New Drama

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
MIAMI THEATER HUB, INC D/B/A MIAMI NEW DRAMA
FOR THE MANAGEMENT OF THE COLONY THEATRE**

THIS AGREEMENT, is made and executed as of this 4 day of October 2016 (Effective Date), by and between the CITY OF MIAMI BEACH, FLORIDA (the "CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139, and MIAMI THEATER HUB, INC D/B/A MIAMI NEW DRAMA ("MIND"), a Florida not-for-profit corporation, whose principal address is 169 East Flagler Street, PH, Miami, FL 33131.

BACKGROUND

City is the owner of the Colony Theatre, located at 1040 Lincoln Road, Miami Beach, Florida 33139, and which is more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof (the "Facility" or the "Colony Theatre").

MIND is a Florida not-for-profit, 501(c)(3) arts organization which seeks to showcase South Florida as theater destination while at the same time increase international awareness and cultural exchange through the presentation of theater plays of all genres, including but not limited to musicals, drama, classics and world premieres, as well as work commissioned specifically for MIND.

At the December 9, 2015 Commission meeting, Commissioners Steinberg and Malakoff referred to the Cultural Arts Council (CAC) and the Finance and Citywide Projects Committee (FCPC) a discussion item relating to incentives for the promotion of local theater in Miami Beach.

The subject was discussed at length by the CAC at its meeting on January 7, 2016. Since this time, MIND has worked diligently with City staff to develop a comprehensive strategic and operational plan that would allow for MIND to manage and operate the COLONY and promote local theater in Miami Beach.

At the April 13, 2016 City Commission meeting, Commissioners Steinberg, Grieco and Malakoff sponsored another referral to both the CAC and FCPC to consider having MIND manage the COLONY as a pilot program.

On May 12, 2016, Michel Hausmann, on behalf of MIND, presented MIND's vision to the members of the CAC, which voted unanimously in favor of MIND's proposal to oversee the artistic direction and operation of the Colony Theatre beginning Fiscal Year 2016-2017.

The FCPC met on May 20, 2016 to consider the pilot program. The FCPC recommended the MIND proposal, and directed staff to negotiate a Management Agreement that would include options for City funding, and to return to the FCPC with a draft of the agreement for its review and consideration.

On June 8, 2016, the City Commission adopted Resolution No. 2016-29429, accepting the recommendation of the Finance and Citywide Projects Committee, directing the Administration to negotiate a management agreement with MIND to become the resident company and venue manager for the Colony Theatre as a pilot program.

After negotiations between MIND and the City Administration, the FCPC reconsidered the financial terms on July 22, 2016, and recommended increasing the City's contribution to \$170,000 annually, along with a contribution towards utilities as more fully set forth herein, with such contributions subject to funding availability each City fiscal year.

On September 14, 2016, the City Commission adopted Resolution No.2016-29569, approving an agreement with MIND for the management and operation of the Facility.

City desires to engage MIND as its resident theater company for the Facility, and MIND desires to accept the engagement, and to provide management services for the Facility on the terms and conditions set forth herein.

NOW THEREFORE, recognizing the aforestated recitals as true and correct and incorporating herein, and in consideration of the mutual covenants and conditions herein contained, the City and MIND agree as follows:

SECTION 1. Definitions.

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate" -- an entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified entity. For purposes of this definition, "control" means ownership of equity securities or other ownership interests which represent more than 51% of the voting power in the controlled entity.

"City" -- as defined in the first paragraph of this Agreement.

"City Commission" -- the governing and legislative body of the City.

"City Manager" -- the chief executive officer of the City or such person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement. The City Manager's initial designee for purposes of this Agreement shall be Max Sklar, the Director of the Tourism, Culture and Economic Development Department.

"Commencement Date" -- as defined in Section 2.

"Contract Year" -- each one year period beginning October 1st, and ending September 30th.

"Effective Date" -- provided that this Agreement has been approved by the City Commission and executed by City and MIND, the date as defined in the first paragraph of this Agreement.

"Event" or "Show" -- all uses which involve a scheduled beginning and ending time, typically all within the same day. With respect to "Series" (as such term is hereafter defined) each Performance within the Series shall constitute an Event or Show.

"Event Expenses" -- any and all expenses incurred or payments made by MIND in connection with the occurrence of an Event at the Facility, including, but not limited to, costs for staffing (including production managers and other Event staff) and costs relating to set-up and clean-up within the facility.

"Expiration Date" -- as defined in Section 2

"Facility" -- as defined in the Background Section of this Agreement and as depicted in Exhibit A hereto.

"Facility Rentals" -- temporary use of the Facility at specific interval of time pre-determined and agreed upon by MIND.

"Fiscal Year" -- each one year period beginning October 1st and ending September 30th.

"Governmental Requirements" -- all laws, ordinances, rules, regulations, statutes, policies and procedures (including administrative guidelines), and other legal requirements of any governmental body or authority or any agency thereof (including, without limitation, federal, State, County, and municipal).

"Net Operation Loss/Profit" -- with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

"Operating Expenses" -- any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by MIND in promoting, operating, maintaining, insuring and managing the Facility, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs, supplies, materials, utilities, costs of any interns and independent contractors, advertising, all costs of maintaining the Facility as required by this Agreement, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, amounts expended to procure and maintain permits and licenses, sales taxes imposed upon rentals, professional fees directly relating to the operation of the Facility, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, telephone switch and telecommunications services, artist and talent fees, costs, and expenses, show settlement charges, security expenses, travel and entertainment expenses in accordance with City travel policies, the cost of employee uniforms, safety and medical expenses, exterminator costs, costs relating to the maintenance of signage inventory and systems, the cost of compliance with Governmental Requirements, all premiums for insurance carried by MIND pursuant to Section 14, and all other costs of operating the Facility. Operating Expenses shall not, however, include any costs of litigation between City and MIND, or any other costs that are specified in this Agreement as costs to be paid by City. All Operating Expenses shall be determined in accordance with generally accepted accounting principles consistently applied and recognized on a full accrual basis.

"Operating Revenues" -- any and all revenues of every kind or nature derived from operating, managing or promoting the Facility, including, but not limited to: ticket sales, concession fees, rentals, revenues from merchandise sales, advertising sales, equipment rentals, box office revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, only the amount of such revenues paid by the concessionaire to the Facility shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security

and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, only the amount of such revenues paid by such contractors to the Facility shall be included as Operating Revenues), miscellaneous operating revenues, revenues generated from separate agreements with MIND Affiliates, including but not limited to rentals and co-producers of events, pertaining to the Facility, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis. For the sake of clarity, the parties acknowledge that to the extent that revenues from the sale of tickets for third-party Events at the Facility are negotiated revenue of the third-party promoter and/or performer of each such Event, such sale of tickets will not be considered Operating Revenues, but the Facility Rental fee or other compensation paid to MIND with respect to any such third-party Event would be considered Operating Revenues. To the extent that MIND collects such ticket sale revenue on behalf of a promoter and/or performer, such ticket sale revenue shall be the source of funds from which MIND collects the rental charges and other event reimbursements owed by the promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder. Operating Revenues shall not, however, include any revenue from valet parking or any other parking charges with respect to the Facility or Events and shall not include any revenues from sponsorships, all of which are specifically reserved to City "Renewal Term" -- as defined in Section 2.

"Quarterly/Quarter(s)" – October 1st, January 1st, April 1st and July 1st of each Fiscal Year.

"Series" A sequence of events which may or may not involve the same production elements, but can be characterized by a unifying theme and schedule.

"MIND" -- as defined in the first paragraph of this Agreement.

SECTION 2. TERM.

- 2.1. Initial Term. This Agreement shall be for an initial term of two (2) years, commencing on October 1, 2016 (Commencement Date), and ending on the September 30, 2018 (Expiration Date) (the "Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- 2.2. Renewal Term(s). At its sole option and discretion, the City may extend this Agreement for up to one (1) additional five (5) year terms, and one (1) additional two (2) years and 364 day term, (a Renewal Term), by providing MIND with not less than 365 days prior written notice

prior to the Expiration Date.

- 2.3. Notwithstanding anything in this Section 2, in the event before the end of the Initial Term or any of the Renewal Terms, MIND decides not to renew the Agreement, it shall provide the City Manager with written notice of its intent not to renew at least 365 days prior to the Expiration Date.

SECTION 3. COLONY THEATRE FACILITY.

The Facility subject to this Agreement shall be those facilities and spaces more specifically described in Exhibit "A"

SECTION 4. OPERATION AND MANAGEMENT OF THE COLONY.

- 4.1. General Scope. City hereby engages MIND to operate, manage, maintain, promote and market the Facility during the Term, upon the terms and conditions hereinafter set forth.
- 4.2. Manager of the Facility. MIND accepts the engagement and agrees to operate, manage, promote and market the Facility in a manner consistent with other similar facilities. Subject to the terms of this Agreement, MIND shall be, as agent for the City, the sole and exclusive manager of the City to operate, manage, maintain, promote and market the Facility during the Term. In such capacity, except as otherwise expressly reserved under this Agreement to the City, and/or except for such matters as are subject to the approval of the City or City Manager, MIND shall have exclusive authority over the management and operation of the Facility and all activities therein, subject to subsections 4.3, 4.4 and 4.5 hereof.
- 4.3. Permitted Uses. MIND shall use the Facility solely and exclusively as a public auditorium for its not-for-profit cultural presentation company and the production of live theatrical performances. The Facility shall be used primarily as a venue for top-quality cultural entertainment, which may include live performances or pre-recorded presentations. Notwithstanding the foregoing and pursuant to Section 5.4 of this Agreement,, the Facility may also be used for such ancillary uses as are customarily related to such primary use, including, without limitation, rehearsals; broadcasting, recording, or filming in any media format or application (i.e., radio television, or otherwise); summer and winter children's theater camps; private parties or functions in conjunction with an Event or third-party rental function then being held; administrative offices for MIND; and sale of merchandise related to any Event then being held. The Facility does not include dedicated parking for the

building. Patrons of Events may park in public parking lots and garages if and to the extent available, upon paying the applicable parking charges. The sale of food and beverage concessions shall not be permitted by MIND, as said services, in connection with the Shows or Events, shall be solely provided by Segafredo, as more particularly described in subsection 5.4(n).

- 4.4. No other uses shall be permitted without the prior written approval of the City Manager, which approval may be granted or withheld in his/her sole discretion. Any such other use which the City Manager approves must, however, be in accordance with (i) the Articles of Incorporation and other charter documents of MIND; (ii) all laws and regulations applicable to not-for-profit entities; (iii) all applicable Governmental Requirements; and (iv) all ad valorem tax exempt uses of property under Chapter 196, Florida Statutes.
- 4.5. Prohibited Uses. It is understood and agreed that the Facility shall be used by MIND during the Term only for the stated purposes in subsection 4.3, and for no other purposes or uses whatsoever, without express written permission of the City Manager. Notwithstanding anything contained in subsection 4.3, or any other term or condition of this Agreement: (1) MIND will not make or permit any use of the Facility that, directly or indirectly, is forbidden by any Governmental Requirement, or that may be dangerous to life, limb or property; and (2) MIND may not commit waste on the Facility, use the Facility for any illegal purpose, commit a nuisance on the Facility, or allow any toxic, hazardous or dangerous substance to be brought into the Facility or stored therein (other than small quantities of materials customarily used in the operation of a live theatrical performance and production venue, which shall be used and stored in compliance with applicable law). In the event that MIND uses the Facility for any purposes not expressly permitted herein, then the City through its City Manager may declare this Agreement in default and, in addition to all other remedies available to City, restrain such improper use by injunction or other legal action, with or without notice to MIND.
- 4.6. Cessation/Suspension of Approved Use(s) and/or Business Activity(ies). Notwithstanding anything contained in this Agreement, and except for the Permitted Uses expressly set forth in subsection, 4.3 and in the event that another particular use(s) and/or business activity(ies) has(ve) been approved by the City Manager, and the City Manager thereafter, upon reasonable inquiry, determines that the continuation of such use(s) and/or

activity(ies) is(are), or may be, inconsistent, contrary to, and/or detrimental to the Permitted Uses set forth in this Agreement, and/or to the health, safety and/or welfare of the residents of and visitors to the City of Miami Beach, then the City Manager, upon thirty (30) days prior written notice to MIND of same, may revoke, suspend, and/or otherwise disallow the objectionable uses(s) and/or business activity(ies), and MIND shall immediately cease and desist in providing, and/or continuing with, said use(s) and/or business activity(ies) within the time period and in the manner prescribed in the City, subject to such additional guidelines, as may be determined and established by the City Manager, in his/her sole and reasonable discretion and judgment

SECTION 5. SCOPE OF SERVICES.

- 5.1. General. MIND shall perform and furnish management services, personnel, and systems and materials, as are appropriate or necessary to operate, manage, supervise, maintain, promote and market the Facility in a manner consistent with the operations, management, promotions and marketing of other similar first-class facilities.
- 5.2. Required Number of Events; Continuous Operation; Conclusion of Events. In order to ensure the continuous operation of the Facility, and commencing on the October 1, 2016 MIND shall cause at least 75 Events to be held at the Facility for each Contract Year (and proportionately for any partial Contract Year) during the Term, and shall exercise its best efforts to meet the annual benchmarks referenced in Exhibit B hereto. The aforesaid 75 Events shall be calculated by counting each separate Event in a Series.
 - a. MIND shall cause the Facility to be available to open on a year round basis, subject to closures for reasonable periods for rehearsal, set design, repairs, maintenance and alterations. All Events and all uses shall conclude prior to 2:00 a.m. unless otherwise approved by the City Manager, in writing; provided, however, that MIND's employees and/or contractors may be permitted to remain at the Facility beyond 2:00 a.m. in the event that same is necessary for purposes of taking down and/or dismantling a production, cleaning the Facility after a performance, etc., so long as MIND's activities at the Facility during this time do not disrupt and/or negatively impact the surrounding neighborhood. In the event of such disruption, the City Manager and/or his/her designee shall have the right to either strictly enforce the hours of operation, or impose reasonable guidelines upon MIND as a condition to keeping the Facility open for the aforesaid purposes (beyond 2:00 a.m.)

5.3. Booking Policies. The City and MIND agree and acknowledge that the Facility will be used by MIND for cultural and entertainment events as provided in Section 4.3, but that MIND may also, from time to time, rent the Facility to third party presenters consistent with the terms herein. Except as otherwise provided herein, MIND shall have the sole authority to approve the scheduling of any Event in the Facility and Events requiring or having co-promotions and may refuse to book any type or category of events for any reason whatsoever consistent with City ordinances and regulations. MIND shall have no obligation to book any type or category of Events (or specific Event) that are inappropriate or unprofitable, as reasonably determined by MIND, or which may in any way interfere with the day to day activities of area residents and businesses. **Notwithstanding the preceding, or any other term or condition of this Agreement, the City Manager shall have the right to prohibit certain Events or uses from occurring at the Facility, upon the City Manager's reasonable determination that such Event or use might present unreasonable safety concerns, or violate (or otherwise not comply with) Governmental Requirements.** Notice of any such determination shall be sent by written notice to MIND within thirty (30) days after the City Manager has received the quarterly booking report from MIND that specifies the potential Event.

- a. Attached hereto as Exhibit "F" is a list of Events or rentals which have been booked prior to the date of execution of this Agreement. MIND shall honor all such bookings and shall receive from City, or its agents, all revenues from the agreements that have already been paid and shall receive all remaining revenues under the agreements. MIND shall also honor any rent waivers that have been approved by Resolution of the Mayor and City Commission of the City. City, or its agents, shall transfer all deposit revenue to MIND after commencement of this Agreement, but not later than October 30, 2016.

5.4. Specific Services. Without limiting the generality of the foregoing, MIND shall perform all of the following services, all without the necessity of first obtaining City's approval (except where otherwise expressly required in this Agreement), and all of which shall be performed by MIND in a manner consistent with the management and operation of other similar first class facilities: employ, supervise, and direct all employees and personnel consistent with the provisions of this Agreement. All employees and/or subcontractors shall be employees

and/or subcontractors of MIND, its Affiliates or third parties, and not of City. MIND shall be solely responsible for assuring that the Facility is adequately staffed with competent, qualified personnel to fulfill its responsibilities under this Agreement;

- a. administer relationships with all third parties for the use, day to day maintenance and operation of the Facility, initiate and participate in any and all negotiations, renewals and extensions relating to such third party relationships, and enforce contractual agreements concerning any such third party relationships;
- b. negotiate, execute in its name as agent for the City, deliver and administer any and all licenses, occupancy agreements, sponsorship agreements (excluding name-in-title agreements), rental agreements, booking commitments, concession agreements (excluding food and beverage concessions and valet parking agreements), supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, general maintenance stage equipment, staffing and personnel needs, including guards and ushers, telephone, extermination and other services which are necessary or appropriate, and all other contracts and agreements in connection with the management, maintenance, promotion and operation of the Facility; provided that (1) if any such license, agreement, commitment or contract has a term that extends beyond the remaining Term, such license, agreement, commitment or contract shall provide that it is automatically assigned to City as of the expiration or termination date of this Agreement and that the City Manager may terminate any such agreement without payment thereafter at any time upon not less than ten (10) days written notice; (2) MIND shall have the sole authority to approve the scheduling of any Event to be held at the Facility, subject to the limitations and requirements of this Agreement; and (3) any contract entered into between MIND and a subsidiary and/or Affiliate company shall be at terms and for prices customarily charged by such subsidiary and/or Affiliate company for comparable goods and services elsewhere at rates that are competitive within the industry;
- c. maintain the Facility (excluding all structural components thereof and all electrical, HVAC, life safety, mechanical, plumbing, elevator and other systems and equipment), which shall be maintained by the City, in a good and clean condition consistent with other similar first class facilities and in compliance with all Governmental Requirements, ordinary wear and tear, and casualty loss excepted. Maintenance responsibility shall

include, without limitation, preventative and any and all other maintenance and as required in Exhibit "C" to this Agreement (entitled "City of Miami Beach Minimum Specifications for Maintenance of the Colony") and MIND shall keep on-site maintenance manuals and records reflecting all of MIND's maintenance activities, all of which shall be available for inspection by the City Manager upon request. MIND shall submit to City Manager periodic (not less than quarterly) reports specifying all maintenance work performed during such period, which reports shall be used by the City's Tourism, Culture and Economic Development Department (or its consultant) as part of an annual City maintenance inspection and review. Format and content of reports shall be agreed upon by both parties.

- d. rent, lease, or purchase all equipment and maintenance supplies necessary or appropriate for the day-to-day operation and maintenance of the Facility;
- e. establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts, and any other commitments relating to the Facility to be negotiated by MIND in the course of its management, operation, booking and promotion of the Facility; provided, however, that MIND shall, on or before the Commencement Date, submit its proposed initial rates and rate schedule to the City Manager for his/her review and written approval (which review/approval shall not be unreasonably withheld, conditioned or delayed). Thereafter MIND shall consult with the City Manager about any adjustments to the rates and rate schedules at the Facility to be made by MIND, and similarly secure the City Manager's written approval (which review/approval shall not be unreasonably withheld, conditioned or delayed) prior to MIND's implementation, of same;
- f. pay when due, all Operating Expenses from MIND's own funds;
- g. after consultation with the City Manager and the City Attorney, and subject to approval by the City Attorney or his designee, institute as agent for the City, the costs of which shall be included as Operating Expenses, such legal actions or proceedings necessary or appropriate in connection with the operation of the Facility (using legal counsel approved by the City Attorney), including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any

licensee, user, advertiser, or concessionaire at the Facility; institute on MIND's own behalf (and not as agent for City) without consultation or approval of the City, the costs of which shall be included as Operating Expenses, such legal actions or proceedings necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the City or MIND or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

- h. maintain a master set of all Event records, booking records and schedules for the Facility (which shall be available for inspection by the City Manager upon request);
- i. provide day-to-day administrative services in support of its management activities to ensure that the Facility shall be operated, managed, and maintained and performed in a first class manner consistent with similar first class facilities including, but not limited to, acquisition of services, equipment, supplies and facilities; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;
- j. engage in advertising, solicitation, and promotional activities necessary to effectively market the Facility and Events, and manage related social media platforms for the Facility. Any marketing materials created for the Facility shall be approved, in writing, by the City Manager, in advance of being implemented, and will remain the exclusive property of MIND. In connection with its activities under the terms of this Agreement, MIND is required to use the logo and brand identity of the City of Miami Beach, and of the Facility, as approved by the City Manager;
- k. act as a collection agent for the City on sales taxes as required from for-profit facility rentals of the Facility and remit to the State of Florida such sales taxes;
- l. comply with all City Agreements applicable to the Facility or the conduct of MIND's management or operation thereof, including, without limitation, the Segafredo Lease referenced in Section 5.4(n) below, and the City's Coca-Cola Agreement referenced in Section 41 of this Agreement;

- m. Except as otherwise approved by the City Manager, MIND shall not license or allow the use of any portion of the Facility to other than short-term users (i.e., less than sixty (60) consecutive days). MIND shall require that all users of the Facility provide certificates of insurance evidencing appropriate insurance and any other insurance required by the applicable license, use or occupancy agreement. Copies of these certificates shall be furnished to the City Manager prior to any Event or use. Such insurance shall be kept in force at all times by all licensees, users, lessees and concessionaires. All liability policies shall name the City and MIND as additional insureds. MIND shall also require all users of the Facility to execute (among the terms of the license or occupancy agreement) an agreement to indemnify, defend and hold harmless the City. MIND standard license or occupancy agreement shall, at a minimum, include the insurance and indemnity requirements contained herein; shall further be subject to the prior review and approval of the City Manager and City Attorney's Office; and – if and when approved – shall be attached as Exhibit "D" hereto.
- n. MIND acknowledges the City has entered into a Lease with Colony Theater Café, Inc. d/b/a Segafredo ("Segafredo") for the 769 sq. ft. restaurant/café space, 296 sq. ft. in the Colony Theatre lobby for use of the food and beverage concession and storage area, and 306 sq. ft. adjacent to the Colony Theatre building for a dumpster/storage area (the "Segafredo Lease"). MIND shall not prohibit Segafredo with access to the areas the City has leased to Segafredo pursuant to the Segafredo Lease. MIND also acknowledges that Segafredo owns and maintains a liquor license in connection with the Segafredo Lease. In exchange for operating the Concession stand in the Colony Theatre lobby, Segafredo is responsible to pay 50% of the water consumption of the Colony Theatre building on a monthly basis, as invoiced by the City, and may use the restrooms in the Theatre lobby at all times except for when a Show is in progress. This Agreement is subject to the Segafredo Lease or any other subsequent leases which the City may enter into in connection with the food and beverage concessions at the Colony Theater.

SECTION 6. COMPENSATION TO THE CITY FOR USE OF THE FACILITY (USE FEE).

- 6.1. Base Use Fee. For the Term of the Agreement, MIND shall pay City an annual Use Fee for the right to use the Facility as follows:
 - a. in the amount of \$1.00 annually in consideration for MIND's investments of

programming, staffing, marketing and improvements.

- b. All payments are payable annually, commencing on the Commencement Date and thereafter on the first day of each Contract Year. If the Commencement Date occurs on a day other than the first day of a calendar month, the first Contract Year shall include the partial month on which the Commencement Date occurs and the following twelve (12) calendar months. The Base Use Fee (and all other amounts due hereunder) shall be paid to City in legal tender of the United States of America at the following address: Tourism, Culture, and Economic Development Department, 1700 Convention Center Drive, Miami Beach, Florida 33139; or at such other place that City may from time to time designate by notice in writing.

6.2. Additional Fees and Charge. In addition to the Base Use Fee as set forth in subsection 6.1, MIND shall also be responsible for payment of the following Additional Fees and Charges:

6.3. Operating Expenses. MIND shall pay all costs and expenses related to Operating Expenses. MIND hereby irrevocably and unconditionally guarantees to the City that Operating Revenues shall at all times be sufficient to pay as and when due all Operating Expenses and any and all other amounts that MIND is obligated to pay pursuant to this Agreement, and further covenants and agrees that if at any time there are insufficient Operating Revenues to pay all of the foregoing amounts, as and when required, MIND shall immediately pay the difference from MIND's own funds. This obligation is absolute and unconditional and shall even apply if Operating Revenues are reduced or limited by facts or circumstances not contemplated by the parties or for reasons beyond the parties' control. The provisions of this section 6 shall survive any termination or expiration of this Agreement.

6.4. Notwithstanding subsection 6 MIND shall not be responsible for paying for capital improvements or infrastructure within the Facility.

6.5. Sales Tax. MIND shall pay and include any and all additional sums for applicable sales and use tax, now or hereafter prescribed by State, federal or local law, concurrent with and to the extent any sales tax is imposed in connection with any payment due hereunder by MIND.

SECTION 7. -INTENTIONALLY OMITTED

SECTION 8. RIGHTS RESERVED TO CITY

8.1. Rights of Entry. Representatives, contractors and employees of the City shall have the right to enter all portions of the Facility to inspect same, to observe the performance of MIND of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Facility, or to do any act or thing which the City may be obligated or have the right to do under this Agreement. Nothing contained in this subparagraph is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not unreasonably interfere with the activities of MIND hereunder, and the City's actions shall be conducted such that disruption of MIND work shall be kept to a minimum and there shall be no disruption of any Event by City (the City's actions in its proprietary capacity of the foregoing, shall not diminish any rights of City in its governmental capacity).

8.2. Signage. The following provisions shall govern the name-in-title rights, interior naming rights, and the related signage rights with respect to the Facility: Exterior Marquee messaging will be controlled by MIND and will list events taking place within the Facility. MIND shall include City requested public information messages, at no cost to the City, where such public information messages do not unduly limit or interfere with the Facility's event messaging.

MIND shall provide, at its sole expense and responsibility, any required signs within the Facility. All signage shall be approved by the City Manager, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage shall be subject to the prior approval of the City Manager as to size, shape and placement of same.

Notwithstanding the preceding paragraph, the City Commission's consent and approval, in the City's sole and absolute discretion, shall be required if MIND seeks to change the name of the Facility to anything other than "Colony Theatre", and any such name change must be approved by a 5/7 vote of the City Commission.

8.3. Interior Naming Rights; Interior Signage. MIND shall be entitled to all permanent (meaning for a specific area such as a VIP lounge together with a duration in excess of twelve (12) months) interior signage (and all proceeds derived therefrom shall be Operating Revenues); provided, however, that the names affixed thereon (including, without limitation, any sponsorship names) are subject to the City Manager's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. In no event may any such signage

include the names of any company selling the following types of products ("Prohibited Names"): guns, tobacco or sexual products.

Nothing contained herein shall preclude MIND from allowing sponsors from using temporary banners and temporary signage within the Facility with respect to any Event, so long as the banners and signage do not include any Prohibited Names.

- 8.4. General Requirements. All signage (whether interior, exterior, permanent and/or temporary) shall comply with all applicable Governmental Requirements, and shall be maintained by MIND in good condition.

SECTION 9. LIMITED FUNDING BY CITY.

- 9.1. During the first Contract Year of the initial term of this Agreement (From October 1, 2016 through September 30, 2017), the City shall provide funding to MIND, in the amount of \$170,000.00 ("City's Contribution(s)"), payable in quarterly installments within fifteen (15) days following the end of each Quarter, with the first payment, in the amount of \$42,500.00, due October 15, 2016; \$42,500.00 due on January 15, 2017, \$42,500.00 due on April 15, 2017, and \$42,500.00 due on July 15, 2017. MIND shall submit an invoice for each payment of such City's Contribution and also submit the corresponding reports due for that particular Quarter. The City, in its sole discretion, may condition payment of the City upon MIND providing the requisite reports under this Agreement, including, without limitation, those reports set forth in Sections 5 and 12 of this Agreement. After the first Contract Year, subject to funding availability and at the City Commission's sole option and discretion, the City shall provide a City Contribution, in an amount of \$170,000.00 annually, payable quarterly in the amount of \$42,500.00 within fifteen (15) days following the end of each Quarter, during the remainder of the Initial Term and any Renewal Terms (should said Renewal Terms be granted, at the sole option of the City), toward the operation of the Facility.
- 9.2. Beginning January 15, 2017 and during the remainder of the Initial Term and any Renewal Terms (should said Renewal Terms be granted, at the sole option of the City), subject to funding availability and at the City Commission's sole option and discretion, the City will also contribute a reimbursement in an amount not-to-exceed \$80,000.00 dollars annually ("City's Additional Utility Contribution(s)"), payable quarterly along with the City's Contribution, for only the following utility costs: electrical, water, sewer, and storm water.

MIND must provide the City copies of utility bills for the Facility along with proof of payments in order to receive a reimbursement. At the City's option and for its convenience, the City may make equal quarterly reimbursements in the amount of \$20,000.00 of the City's Additional Utility Contribution with an annual true-up, if necessary, made on the October ^{1st} of each year.

- 9.3. Any references to City's Contributions, City's Additional Utility Contribution(s), payments, or reimbursements are based on a full Contract Year and subject to budgetary funding approvals for each Fiscal Year of the City that that corresponds with said Contract Year. As such, any event which creates a shortened Contract Year, such as a default or termination for convenience, shall be prorated accordingly.
- 9.4. Except as set forth in this Section 9, and other costs which the City has expressly agreed to pay under the terms of this Agreement, the City will have no other funding or other payment obligations with respect to the Facility or its Operating Expenses or its operations. Additionally, MIND and City have entered into this Agreement with the expectation and belief that, as of the Effective Date, no governmental body will impose any ad valorem taxes upon the Facility nor any sales, income, excise or other taxes. Notwithstanding the preceding sentence, the City makes no representation to MIND, either expressed or implied that any or all of such taxes may or may not be imposed at any time during the Term of the Agreement.
- 9.5. Community Benefit Fund. The Community Benefit Fund at the Jackie Gleason Theater was established by Resolution No. 83-17447 to provide discounted show tickets to senior citizen and student residents. It is funded by a \$1.50 surcharge on each ticket sold. The fund's purpose was further defined by Resolution No. 92-20454 to "present and promote performances, programs, shows and entertainment at reduced prices or free admission for the residents of Miami Beach." On February 10, 2016, the City Commission adopted Resolution No. 2016-29287, which created a rent waiver grant program for the Colony Theatre through the use of the Community Benefit Fund. The rental fee waiver grant program for the Colony Theatre was created to incentivize live theater in Miami Beach. Grants will cover not-for-profit theater rental fees for up to four days per week, and are available only for live dramatic productions. Dance, music, stand-up comedy, cabaret, burlesque and film screenings are not eligible for this grant. Grants will be administered by the Tourism Culture and Economic Development Department following review and

recommendation by the Miami Beach Cultural Arts Council.

- a. MIND agrees to continue to honor the Community Benefit Fund rent waiver grant program for twelve (12) Events per Contract Year. MIND agrees that the rental charge for each of the 12 rentals paid by the City under this program shall be fixed at _____ for the entire Term. The City reserves the right to discontinue such rent waiver grant program in the event that revenues become inadequate to subsidize the program, or for any reason in the City's sole and absolute discretion.

SECTION 10. RECEIPTS AND DISBURSEMENTS

- 10.1. MIND shall establish and maintain in one or more depositories, one or more operating, payroll and other bank accounts for the operation and management of the Facility, as MIND shall determine. All Operating Revenues collected by MIND from the operation of the Facility shall be deposited into the accounts and all Operating Expenses shall be paid by MIND as agent for the City from the accounts. Any amounts remaining in the operating accounts upon expiration or termination of this Agreement for any reason, after payment of all other amounts that MIND is required to pay under this Agreement including any portion of the City's Contribution or City's Additional Utility Contribution paid to MIND in excess of the prorated amount through the date of termination, shall be promptly paid to MIND. Notwithstanding the foregoing, if the Agreement is terminated by the City for cause, any excess of the prorated amounts, which were paid to MIND in connection with the City's Contribution or City's Additional Utility Contribution, shall be paid to the City.

SECTION 11. ALTERATIONS, MAINTENANCE, AND REPAIRS.

- 11.1. MIND shall not make any additions, improvements, or alternations (collectively "Alterations") to the Facility without the City Manager's prior written consent. Any cost including those for maintaining and future capital repairs of all Alterations made by MIND shall be borne solely by MIND from its own funds and shall not constitute Operating Expenses, unless otherwise agreed to by the City under the category of Capital Improvements or Maintenance. The City Manager shall not unreasonably withhold, condition or delay his/her consent to any Alterations except that the City Manager may withhold consent, in his/her sole and absolute discretion, with respect to any Alterations that change the structural elements or life-saving systems or that affect the exterior of the Facility; Notwithstanding anything to the contrary, however, MIND shall not under any

circumstances be permitted to make any Alterations that: (i) affect the structural portions of the Facility, or (ii) fail to comply with any applicable Governmental Requirements; or (iii) interfere in any material manner with the proper functioning of any mechanical, electrical, plumbing, HVAC, life safety or other systems, facilities or equipment of the Facility.

11.2. Notwithstanding the maintenance responsibilities as set forth in Section 5.4 and Section 11, it is understood by the parties hereto that MIND shall not be responsible, nor required to pay for costs related to Capital Improvements, infrastructure, and its related scheduled maintenance defined as plumbing and sewer lines, major electrical, structural, storm, HVAC, roof, slab, any and all fire safety equipment and fixtures, and exterior restoration (collectively "Capital Improvements") with regard to the Facility. City is specifically not responsible for any glazing including exterior windows, interior paint, drywall, doors, locks, fixtures such as lighting and plumbing fixtures, any non-durables, utility meters, tile, decorative elements, and Alterations as defined in Section 11.1 either desirable to or approved for MIND.

a. MIND warrants and represents to City that, prior to the Effective Date, MIND has inspected the Facility, and MIND hereby accepts the Facility "as-is, where-is and with all faults" and except where required by laws, rules, and regulations of the City; Miami-Dade County; the State of Florida; and the U.S. Government now in force or hereafter to be adopted, is under no obligation to improve upon or make any Capital Improvements. Before the commencement date of this agreement, The City shall ensure all equipment, bathroom, plumbing, HVAC, fire extinguishers, fire safety equipment and fixtures, are in working order and that the building is up to applicable codes.

11.3. MIND shall obtain all required permits for Alterations performed by, through or under MIND and shall perform or cause to be performed such Alterations in compliance with all Governmental Requirements. Under no circumstances shall MIND make any Alterations which incorporate any Hazardous Substances including, without limitation, asbestos-containing construction materials, into the Facility. Any request for City Manager's consent to any proposed Alterations by, through or under MIND shall be made in writing and shall contain plans or other written materials describing the work in detail reasonably satisfactory to City Manager, provided that architectural plans shall not be required unless required for the issuance of a building permit. City Manager shall provide or deny consent within twenty (20) business days following receipt of MIND written request, the failure to provide or deny

consent within such twenty (20) business day period shall be deemed a consent. Should the work proposed by MIND and consented to by City Manager modify the basic floor plan of the Facility and the building permit therefore require architectural plans, then MIND shall, at its expense, furnish City with as-built drawings and CAD disks for such work. Unless City Manager otherwise agrees in writing, all Alterations made or affixed to the Facility (excluding moveable trade fixtures, equipment, personal property and furniture) (including without limitation, all upgrades constructed pursuant to subparagraph (b)), shall become the property of City and shall be surrendered with the Facility at the expiration or termination of this Agreement. With respect to Alterations costing in excess of \$200,000 City Manager may require MIND to obtain a payment bond for the work

- 11.4. Maintenance. Except as provided for in Section 11.2, MIND shall, at its sole cost and expense, have sole responsibility for basic maintenance to be performed on a regular basis on all facilities, improvements, and facilities and utilities infrastructure equipment at the Facility. Any and all repairs or replacement of the same is the responsibility of the City. MIND shall, at its sole cost and expense, and to the satisfaction of the City, keep and maintain the Facility, and all improvements thereon, in good, clean, and sanitary order. To that end, the parties herein acknowledge, and MIND herein agrees to comply with and be bound by, the minimum maintenance standards set forth in Exhibit "C" to this Agreement, entitled "City of Miami Beach Minimum Specifications for Maintenance of the Colony." It is further understood that MIND shall provide the City with a quarterly maintenance report, in a format to be approved by the City Manager.
- 11.5. Personal Property. A list of City-owned personal property included in the Agreement for use by MIND during the Term hereof is attached and incorporated herein as Exhibition "E". MIND hereby accepts such equipment in its "as-is" condition, and without any warranty(ies) and, at its sole cost and expense, acquire and maintain all replacement and such other equipment as may be necessary to maintain the Facility in a condition which satisfies those maintenance standards set forth in Exhibit "C", but shall not have an obligation to improve the condition of the personal property beyond the "as-is" condition in which it was accepted, all of which shall be noted on the inventory. MIND shall have the right, at the initial inventory and at any point thereafter, to decline the use and responsibility for any personal property not useful for its operation of the Facility, and may turn such personal property over to the City in the condition in which it was accepted. The City shall have the right to

periodically take an inventory of any or all City-owned equipment at the Facility.

SECTION 12. RECORDS, AUDITS AND REPORTS.

- 12.1. Records and Audits. MIND shall keep full and accurate accounting books and records relating to all Operating Revenues and Operating Expenses, all in accordance with generally accepted accounting principles. MIND shall give the City such books and records during reasonable business hours and upon reasonable advance notice. All books and records shall be made available on-site at the Facility or electronically. MIND shall keep and preserve for at least three (3) years following each Fiscal Year, or for as long as such records are required to be retained pursuant to Florida Public Records Law (whichever is longer), all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before 120 days following each Fiscal Year, MIND shall furnish to the City a line item (i.e., by categories) statement of Operating Costs and Operating Revenues (and profit or loss) for the Facility for the preceding Fiscal Year, and including the number of tickets sold and Events held, prepared in accordance with generally accepted accounting principles certified as accurate by MIND's Chief Accounting Officer or Chief Financial Officer.
- 12.2. The City Manager shall have the right at any time, and from time to time, to cause independent auditors or the City's own accountants or auditors to audit all of the books of MIND relating to Operating Revenues, Operating Expenses, tickets and Events including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense.
- 12.3. Annual Plan. Commencing upon October 1, 2016, MIND shall provide to the City on or before June 1st of each year, an annual management plan, which shall include the annual operating budget for the then current Fiscal Year but may not have a complete booking plan or event schedule. The annual plan shall include information regarding MIND'S anticipated operations for such Fiscal Year, including planned operating and maintenance activities, anticipated capital improvements and capital equipment purchases and an anticipated budget therefore, anticipated Events at the Facility (to the extent known at such time), and planned equipment and furnishings purchases. MIND shall have the right from time to time to make

any changes it deems necessary or appropriate to any such annual plan so long as the annual plan is consistent with MIND'S fulfillment of its obligations hereunder.

- 12.4. Programmatic Plan. Accompanying MIND's proposed annual budget shall be the Facility Programmatic Plan for the next fiscal year, detailing the then-known activities planned, and the number of residents and visitors anticipated to be impacted.
- 12.5. Major Capital Repairs. Accompanying MIND's proposed annual budget shall be a detailed list of then-known major capital repairs anticipated for the Facility, which remain the sole responsibility of the City.
- 12.6. MIND shall submit to the City, every Quarter, within fifteen (15) days from the end of each Quarter, commencing with the January, 2017 Quarter, a detailed report ("Programmatic Quarterly Report") setting forth the following information:
 - a. Event Records and Programmatic Plan
 - i. A listing of Events hosted during the previous Quarter, including number of attendees and the charge to the public for the event, if any.
 - ii. The Events scheduled or anticipated for the upcoming Quarter
 - iii. The number of Facility Rentals, and the charge for said Facility Rentals, including previous Quarter and Upcoming Quarter.
 - b. Marketing and Promotional Activity
 - i. A detailed plan and budget illustrating marketing and promotional efforts
 - ii. Examples of consistent marketing materials, including social media campaigns, paid marketing, outreach and public relations that ensure both the Miami Beach community and South Florida residents in general are aware of programs taking place at the Facility. All materials should have proper use of City of Miami Beach logo and shall be subject to the prior written approval of the City Manager.
 - c. Maintenance and Capital
 - i. All maintenance work performed during the previous Quarter, including cost
 - ii. All maintenance work anticipated for the upcoming Quarter, including cost
 - d. Staffing and Administration
 - i. A detailed plan and budget illustrating staffing

SECTION 13. INDEMNIFICATION.

- 13.1. MIND shall indemnify, hold harmless and defend (with counsel approved by the City Attorney) the City, its officers, agents, servants and employees from and against any and all claims, liabilities, demands, causes of action, costs and expenses (including reasonable attorneys' fees at trial and all levels of appeal) of whatsoever kind or nature ("Claims") arising out of any (i) error, omission or negligent act or willful misconduct of MIND, its agents, servants, contractors, or employees; (ii) default by MIND under this Agreement; or (iii) any other claim arising, directly or indirectly, from the operation or management of the Facility or any Event held therein or rental or use of the Facility; provided that there is expressly excluded from the foregoing obligations any Claims to the extent resulting from the gross negligence or willful misconduct of the City, its officers, agents (excluding MIND), contractors (excluding MIND) and employees or the use of the Facility by the City, its officers, agents (excluding MIND), and employees, pursuant to Section 16 hereof.
- 13.2. In addition, MIND 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 misconduct of MIND not included in the paragraph in the subsection above 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.
- 13.3. The provisions of this Section 13 shall survive expiration or termination of this Agreement.

SECTION 14. INSURANCE REQUIREMENTS.

- 14.1. Before beginning any work and throughout the term of the Agreement (including renewal periods), MIND shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that MIND shall not occupy the Demised Premises until proof of the following insurance coverage have been reviewed and approved by the City's Risk Manager. All insurance policies required below shall be issued by companies authorized to do business under the laws of the State of Florida. Provider shall indicate that insurance coverage has been obtained which meets the requirements as outlined below by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively:

- a. Worker's Compensation for all employees of the provider as required by Florida Statute 440 and Employer's Liability coverage in accordance with the Florida Statutory requirements.
- b. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage and \$2,000,000 aggregate. City of Miami Beach must be shown as an additional insured with respect to this coverage.
 - i. Additionally Mind will be insured for the following coverage:

Products (completed operation aggregate)	\$ 2,000,000
Personal and advertising (injury)	\$ 1,000,000
(Per occurrence)	\$ 1,000,000
Fire damage	\$ 100,000
Medical Expense	\$ 5,000
- c. Intentionally Omitted
- d. All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of MIND and including without limitation all of MIND's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by MIND under the provisions of this Agreement).
- e. Intentionally Omitted
- f. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider.
- g. Any insurance coverage required above must include a waiver of subrogation in favor of the City.
- h. The company must be rated no less than "B+" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by

A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR – OFFICE OF REAL ESTATE
MIAMI BEACH, FL 33139

- 14.2. Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.
- 14.3. City reserves the right to impose additional reasonable insurance requirements as the City may deem necessary or in accordance with common practice.
- 14.4. 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 City and then subject to the prior written approval of the City's Risk Manager. Should MIND fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by MIND to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If MIND does not repay 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, and such failure shall be deemed an event of default hereunder.
- 14.5. Fire and Property Insurance for the Facility shall be the responsibility of the City.

SECTION 15. SECTION 15. OWNERSHIP OF ASSETS.

- 15.1. Ownership. The ownership of the Facility and all buildings and real estate, all existing (and replacements thereof) technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility at the time of the commencement of this agreement shall remain with the City. Any and all technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible

property purchased by MIND for use at the facility shall remain property of MIND. Ownership of and title to all intellectual property rights of whatsoever value held in the City's name shall remain in the name of the City. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and software owned by MIND, with MIND's separate funds, shall remain with MIND. MIND shall be granted permission to use and have access to prior customer lists or similar materials developed by the City for the use of the Facility during the Term of this Agreement; however, MIND shall not take, for its own purposes, Customer lists or similar materials developed by the City for the use of the Facility, unless prior written consent is granted by the City Manager. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property purchased by MIND with Operating Revenues for use at and for the Facility shall vest in the City automatically and immediately upon purchase or acquisition.. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned. Notwithstanding anything to the contrary contained in this Agreement, any personality, furnishings, and movable equipment that are not a fixture and are not integral to the operation of the Facility purchased by MIND and used at the Facility shall be the sole property of MIND. Ownership of and title to all intellectual property rights of whatsoever value related marketing and promotional materials, designs, slogans, social media profiles, and web pages will remain the exclusive property of MIND.

SECTION 16. SECTION 16. USE BY THE CITY

- 16.1. The City shall have the right to use the Facility, or any part thereof, subject to availability, for the benefit of the community for such purposes including, but not limited to, meetings, City-sponsored special events, receptions, and other purposes, as deemed necessary by the City Manager, in his/her sole and absolute discretion, without the payment of any rental or use fee, except that the direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

SECTION 17. SECTION 17. ASSIGNMENT/SUBLET.

- 17.1. Except as otherwise specifically provided in this Section 17, MIND may not voluntarily or by operation of law, assign, encumber, pledge or otherwise transfer all or any part of MIND's interest in this Agreement or subcontract its management duties hereunder without the City's prior written consent, which may be granted or withheld in City's sole and

absolute discretion. Any attempt by MIND to assign all or any part of its interest and any attempt to subcontract its management duties hereunder without first having obtained City's prior written approval shall be void and of no force or effect. In the event of any assignment, transfer, encumbrance or subcontract, MIND shall nevertheless remain liable for all obligations hereunder and the transferee shall be jointly and severally liable for all obligations thereafter arising under this Agreement. MIND specifically recognizes that City selected MIND to be the manager of the Facility as a result of the City's evaluation of MIND's specific qualifications and experience in operating similar first class facilities.

- 17.2. The provisions of subsection 17.1 above shall not prevent MIND in the performance of its management duties hereunder to grant licenses and concessions and rental agreements for Events and entering into a concessions agreement for the concession operations at the Facility. Notwithstanding the foregoing, MIND shall not be permitted to grant licenses, concessions or rental agreements in connection with food and/or beverage services.

SECTION 18. SECTION 18. SECURITY.

- 18.1. MIND shall provide reasonable security to protect the Facility and its equipment, materials and facilities, including any City equipment, furnishings, and fixtures used by MIND, and shall be solely responsible to the City for any loss or damage to any City equipment, furnishings, and fixtures so used by MIND.

SECTION 19. SECTION 19. PERMITS; LICENSES; TAXES; APPLICABLE LAWS.

- 19.1. MIND agrees to obtain and pay for all permits and licenses necessary for the conduct of its business, including a liquor or beer and wine license for the Facility, and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by MIND. MIND shall also be solely responsible for payment of any and all taxes levied on the Facility and its operations. In addition, MIND shall comply with all rules, regulations and laws of the City; Miami-Dade County; the State of Florida; and the U.S. Government now in force or hereafter to be adopted.

SECTION 20. SECTION 20. UTILITIES; RESPONSIBILITY FOR TAXES AND ASSESSMENTS.

- 20.1. Utilities. MIND shall be solely responsible for and shall pay (whether to the City or directly to the utility) before delinquency, of all charges for all water and sewer, and electricity

utilities used at the Facility.

- 20.2. Procedure If Taxes Assessed. MIND agrees to, and shall pay before delinquency, all taxes and assessments of any kind assessed or levied, whether upon MIND or the Facility, by reason of this Agreement or by reason of any use(s) and/or activity(ies) of MIND upon or in connection with the Facility. The parties acknowledge that MIND's operation and use of the Facility is for public purposes, and therefore anticipate that, as of the Effective Date, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, ad valorem taxes are assessed by the Property Tax Appraiser, MIND has the right to terminate this Agreement without penalty by providing 90 days notice to the City at which point the City shall be solely responsible for such payment(s). As such, unless the parties agree otherwise, if MIND fails to terminate the Agreement or pay for any such ad valorem tax assessment, the City shall have the option to terminate this Agreement, without any penalty, upon providing MIND with thirty (30) days prior written notice.

SECTION 21. SECTION 21 FORCE MAJEURE.

- 21.1. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).
- 21.2. Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Governmental Requirements.

- 21.3. In the event of substantial damage to or destruction of the Facility by reason of fire, storm or other casualty or any eminent domain action or other regulatory action that, in either case, shall render a substantial part of the Facility inoperable for a period of at least ninety (90) days or in MIND's reasonable opinion the Facility can no longer be operated in a reasonably profitable manner as a result of the damages or action for a period of at least ninety (90) days from the happening of the fire, other casualty or regulatory action, either party may terminate this Agreement upon written notice to the other. Upon any such termination, the provisions of Section 31 shall apply; and provided City shall receive the entire amount of all insurance proceeds or eminent domain award as applicable.

SECTION 22. INSPECTION.

- 22.1. MIND agrees that the Facility may be inspected at any time upon reasonable notice by authorized representatives of the City, or by any other State, County, Federal or municipal officer or agency having responsibilities for inspections of such operations and/or Facility.

SECTION 23. WAIVER OF INTERFERENCE.

- 23.1. MIND hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its operation and management of the Facility 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 MIND from any obligation hereunder.

SECTION 24. NO LIENS.

- 24.1. MIND agrees that it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Facility any lien or encumbrance of any kind. In the event any lien is filed, the MIND 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 MIND.

SECTION 25. MIND EMPLOYEES, MANAGERS AND BOARD OF DIRECTORS.

- 25.1. The City and MIND recognize that in the performance of this Agreement, it shall be necessary for MIND to retain qualified individuals to effectuate and optimize MIND's management and operation of the Facility. MIND shall select, train and employ at the

Facility such number of employees as is necessary to appropriate for MIND to satisfy its responsibilities hereunder. MIND shall recruit employees consistent with standards employed at comparable first class facilities, and MIND shall have authority to hire, terminate and discipline any and all personnel employed by MIND working at the Facility. Any such personnel, whether employees, agents, independent contractors, volunteers, and/or other, employed, retained, or otherwise engaged by MIND 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, MIND, and/or its employees shall never have been convicted of any offense involving moral turpitude or felony. Failure to comply with this subsection shall constitute cause for termination of this Agreement.

- 25.2. MIND shall assign to the Facility a competent staff member experienced in the operations of similar facilities, who will be located on-site with regular and posted hours during the Term. The staff member will be supervised by a general manager who is experienced in operating and managing similar facilities. The staff member shall be accessible to the City Manager at all reasonable times to discuss the management, operation, and maintenance of the Facility.

SECTION 26. NO IMPROPER USE.

- 26.1. MIND will not use, nor suffer or permit any person to use in any manner whatsoever, the Facility for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. MIND shall not use the Facility for any unlawful purpose and shall comply with all laws, permitting, and licensing requirements now in force or hereafter adopted, applicable to the Facility or the activities, uses, and/or business(es) conducted on the Facility. MIND agrees not to knowingly use the Facility for, or to permit operation of any offensive or dangerous activity, nuisance or anything against public policy. Any criminal activity in the Facility knowingly caused by or knowingly permitted by MIND shall result in automatic termination of this Agreement. Except as may result from acts of force majeure, MIND agrees that it will not allow the Facility to become unoccupied or vacant. MIND shall take appropriate precautions to prevent fire on the Facility, maintaining existing fire detection devices and extinguishing equipment at all times. Fire detection devices and

extinguishing equipment to be provided and maintained by the City.

SECTION 27. NO DANGEROUS MATERIALS.

- 27.1. MIND agrees not to use or permit in the Facility the storage of illuminating oils, oil lamps, turpentine, gasoline (except for small containers [5 gallons or less] for machinery), benzene, naphtha, or other similar substances, or explosives or any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida.

SECTION 28. NO CLAIM AGAINST CITY OFFICERS, EMPLOYEES, INDIVIDUALS.

- 28.1. 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 MIND nor any occupant 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 29. SECTION 29. DEFAULT AND TERMINATION.

- 29.1. MIND's Defaults. The occurrence of any one or more of the events listed in sub-paragraphs 29.1.1 through 29.1.4 shall constitute an Event of Default by MIND.

29.1.1 The failure by MIND to make any payment required to be made by MIND as and when due, which continues for more than ten (10) days after written notice from City;

29.1.2 The failure or inability by MIND to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by MIND, other than as specified in other subparagraphs of this subsection 29.1, which continues for more than thirty (30) days after written notice from City Manager; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then MIND shall not be deemed to have committed an Event of Default if MIND commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within a period not to exceed an additional sixty (60) day period;

29.1.3 Except as permitted pursuant to Section 17 of this Agreement, the assignment, encumbrance, pledge, or transfer of this Agreement, whether voluntarily or by operation of law, or any subcontract of MIND's duties hereunder, which continues for

more than fifteen (15) business days after written notice thereof from City Manager;

29.1.4 (i) The making by MIND of any general assignment for the benefit of creditors; (ii) the filing by or against MIND of a petition to have MIND adjudged a Chapter by operation of law, or any Code or to have debts discharged or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against MIND, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of MIND assets located at the Facility or of MIND's interest in this Agreement, if possession is not restored to MIND within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of MIND's assets located at the Facility or of MIND's interest in this Agreement, where the seizure is not discharged within sixty (60) days. MIND's failure to qualify as a not-for profit organization pursuant to Section 501(c)3 of the Internal Revenue Code of 1986.

29.1.5 The failure by MIND to maintain its exempt organization status as a not-for-profit corporation that exists for charitable or educational purposes.

29.2 City Remedies. If an Event of Default by MIND occurs, then in addition to any other remedies available to City, City may exercise the following remedies:

29.3 City may terminate this Agreement by written notice to MIND, in which case this Agreement shall terminate and MIND shall immediately surrender possession of the Facility to City. Upon termination, City shall be entitled to recover from MIND: (1) Operating Expenses that remain unpaid through the date of termination; (2) all other amounts that MIND is required to pay under this Agreement through the date of termination.

29.4 City may seek specific performance of any of MIND's obligations hereunder or seek injunctive relief;

29.5 City may exercise any other remedies available at law or in equity.

29.6 The various rights and remedies reserved to City in this Agreement or otherwise shall be cumulative and, except as otherwise provided by Florida law, City may pursue any or all of its rights and remedies at the same time.

29.7 MIND's Remedies. If an Event of Default by City occurs, then MIND may exercise either of the following remedies:

29.7.1 MIND may terminate this Agreement by written notice to City, in which case this Agreement shall terminate and MIND shall immediately surrender possession of the Facility to City. Upon termination, MIND shall be entitled to recover from City all amounts owed by City to MIND as of the termination date and the provisions of Section 31 shall apply; or

29.7.2 Late Payments. Any payment owed to City or MIND under this Agreement including, without limitation, any other payment owed to City or MIND under this Agreement that is not received by City or MIND within ten (10) days following notice of such amount being due shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by Florida law, whichever is less ("Default Rate") from the date due until fully paid.

29.8 IN THE EVENT THAT MIND CEASES TO BE A NOT-FOR-PROFIT CORPORATION, THIS AGREEMENT SHALL BE AUTOMATICALLY TERMINATED.

30 SECTION 30. [INTENTIONALLY DELETED]

31 TERMINATION.

31.1 Termination for Convenience by City. The City reserves and retains the right, at its sole option and discretion, to terminate this Agreement, without cause and without penalty, with regard to MIND's rights and responsibilities with respect to the operation, management, maintenance, promotion and marketing of the Facility, upon twelve months (12) prior written notice to MIND.

31.2 Effect of Termination. In the event this Agreement expires or is terminated for any reason: (1) All Operating Expenses and all other obligations for the period up to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in subsection 10.1 and to the extent such funds are not sufficient, MIND shall pay all such amounts from its own funds; (2) After all amounts referenced in subparagraph (1) have been paid, MIND may retain all remaining Operating Revenues (if any). Upon the expiration of

this Agreement or a termination for any reason, all further obligations of the parties hereunder shall terminate except for the obligations which for all periods up to the date of expiration or termination and such other obligations as are stated to survive or be performed after such expiration or termination. All of the foregoing reimbursement and the payment obligations are to be made within thirty (30) days after the termination date. The provisions of this Section regarding the above reimbursement and payment obligations of the City shall survive the termination of this Agreement.

31.3 Surrender of Facility. Upon termination or expiration of this Agreement MIND shall surrender and vacate the Facility upon the effective date of such termination (or expiration). The Facility and all equipment and furnishings shall be returned to the City in a good and clean condition consistent with other similar first class facilities and in compliance with all Governmental Requirements, ordinary wear and tear, and casualty loss excepted.

32 NOTICES.

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

Miami New Drama
169 East Flagler Street, PH
Miami, FL 33131

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

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

With copies to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Max Sklar, Tourism, Culture, and Economic Development Director

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

33 NO DISCRIMINATION.

33.1 MIND agrees that there shall be no discrimination as to race, color, national origin, religion,

sex, intersexuality, gender identity, sexual orientation, marital and familial status, age or disability in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the Facility. All facilities located on the Facility shall be made available to the public, subject to the right of MIND to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation and security of the facilities.

- 33.2 No Discrimination in Employment; Affirmative Action. In connection with the performance of work under this Agreement, MIND shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age or disability.

34 -INTENTIONALLY DELETED

35 EQUAL BENEFITS FOR DOMESTIC PARTNERS

This Agreement is subject to, and MIND shall be required to comply throughout the Term hereof with, the requirements of Section 2-373 of the City Code entitled, "Requirement for city contractors to provide equal benefits for domestic partners" (as same may be amended from time to time).

The Agreement is deemed to be a "covered contract," as defined in Section 2-373(a)(6) of the City Code, and shall require MIND to provide its employees working pursuant to this Agreement (whether working within the City of Miami Beach city limits, or within the United States, but outside the City limits, if such employees are directly performing work pursuant to this Agreement) "Equal Benefits" (as defined in Section 2-373(a)(8) of the City Code) to its employees with spouses and its employees with "domestic partners" (as defined in Section 2-373(a)(7) of the City Code). Failure by MIND to comply with the requirements of Section 2-373 of the City Code (as same may be amended from time to time) shall be deemed to be a material breach of this Agreement which may result in termination of the Agreement, with all monies due or to become due under the Agreement to be returned by the City. The City may also pursue any and all remedies at law or in equity for such breach. Failure to comply with Section 2-373 may also subject MIND to debarment, in accordance with the procedures provided in Sections 2-397 through 2-406 of the City Code.

36 LIMITATION OF LIABILITY.

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$25,000. MIND hereby expresses his willingness to enter into this Agreement with MIND's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$25,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, MIND hereby agrees that the City shall not be liable to the MIND for damages in an amount in excess of \$25,000, for any action or claim 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 the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

37 NOT A LEASE.

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

38 MISCELLANEOUS

38.1 Venue/Waiver of Jury Trial. 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 principals 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 MIND 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.

38.2 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and MIND. None of the officers, agents or employees of MIND shall be or be deemed

to be employees of the City for any purpose whatsoever.

- 38.3 Entire Agreement. This Agreement and all Exhibits attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, proposals or other expressions of intent with respect thereto. The Exhibits attached hereto are incorporated into and made a part of this Agreement. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.
- 38.4 Written Amendments. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the parties hereto.
- 38.5 Binding Upon Successors and Assigns; No Third-Party Beneficiaries. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors and permitted assigns.

This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

- 38.6 Section Headings and Defined Terms. The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to

constitute but one and the same agreement.

38.7 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

38.8 Non-Waiver. A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

38.9 Certain Representations and Warranties.

38.9.1 The City represents, warrants, and covenants to MIND the following: (i) City has full legal right, power and authority to enter into and perform its obligations hereunder; and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

38.9.2 MIND represents and warrants to the City the following: (i) MIND has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by MIND and constitutes a valid and binding obligation of MIND, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

38.10 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

39 MIND'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

39.1 Pursuant to Section 119.0701 of the Florida Statutes, if MIND meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Concessionaire shall:

- 39.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 39.1.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- 39.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 39.1.4 Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of MIND upon termination of this Agreement. Upon termination of this Agreement, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

39.2 For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

39.3 MIND failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

39.4 In the event MIND does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City’s sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

40 PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES.

Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food

service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

40.1 MIND agrees, to the extent permitted under this Agreement, not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Facility or in connection with this Agreement. MIND shall ensure that all vendors operating in the Facility abide by the restrictions contained in this Section 40. A violation of this section shall be deemed a default under the terms of this Agreement. This subsection shall not apply to expanded polystyrene food service articles, defined as follows, used for prepackaged food that have been filled and sealed prior to receipt by the MIND or its vendors.

40.1.1 *Expanded polystyrene* is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

40.1.2 *Expanded polystyrene food service articles* means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

41 **COCA-COLA:**

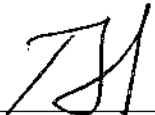
The City has entered into an agreement with Coca-Cola Bottling, effective September 1, 2011 – September 1, 2021, to be the exclusive provider of non-alcoholic beverages and coffee products (the “Coca-Cola Agreement”). MIND shall only sell Coca-Cola beverages as listed in the attached Exhibit “G” and as may be updated from time to time.

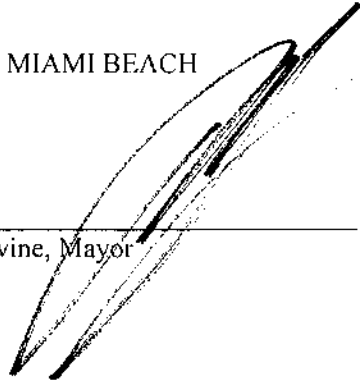
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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:

CITY OF MIAMI BEACH

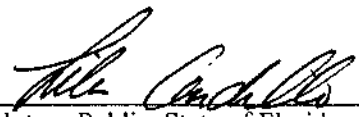

Rafael Granado, City Clerk

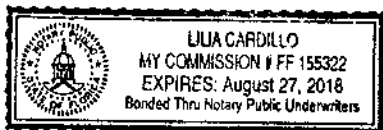

Philip Levine, Mayor

STATE OF FLORIDA
) SS:
COUNTY OF MIAMI-DADE)

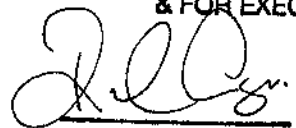
The foregoing instrument was acknowledged before me this 4 day of October, 2016, by Mayor Philip Levine and Rafael Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4 day of October, 2016.


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

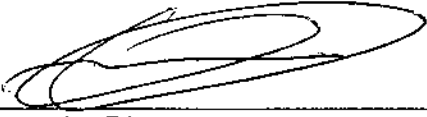


APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney RAF Date 9/30/16

Attest: Miami New Drama

Secretary



Executive Director

Print Name

MICHEL HAUSMANN

Print Name

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3 day of October, 2016, by Michel Hausmann, on behalf of Miami New Drama, 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 3 day of October, 2016.

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



MAYBEL

EXHIBIT A
LEGAL DESCRIPTION OF THE FACILITY

TO BE UPDATED UPON COMPLETION OF A SURVEY.

LEGAL DESCRIPTION

EXHIBIT B
ANNUAL BENCHMARKS

- MIND will operate a minimum of 75 new events per year at the Facility
- These ~~150~~ events will serve an anticipated 30,000+ visitors per year *Should Read 75*
- In addition to their own produced events, MIND will collaborate with other cultural and quality presenting organizations to develop consistent events at the Facility
- MIND will create and implement consistent marketing materials, including but not limited to public relations, social media campaigns, and paid marketing outreach to ensure that both the Miami Beach community and South Florida residents in general are aware of programs taking place at the Facility. A detailed plan and budget illustrating marketing efforts will be submitted quarterly

EXHIBIT C
CITY OF MIAMI BEACH
MINIMUM MAINTENANCE SPECIFICATIONS
FOR MAINTENANCE OF THE COLONY THEATRE

These minimum operating and maintenance standards are intended to be considered as a whole and intended to provide an overall standard for the Facility. Individual discrepancies, as well as deviations, from any individual standard shall not be considered a default of the Agreement; it is the intention of the parties that this Exhibit is merely a guide and that MIND is only expected to use good faith efforts to endeavor to meet the standards set forth herein. In the event of a conflict between the terms or conditions of the Agreement and the terms or conditions of this Exhibit, the terms and conditions of the Agreement shall control.

PERSONNEL

MIND shall have the sole responsibility to recruit and employ a full-time general manager and any necessary administrative and accounting personnel that are responsible for the overall management and operation of the Facility.

MIND shall have the sole responsibility to recruit and employ sufficient personnel to maintain the following functions: general and event security; janitorial, housekeeping and cleaning for both event and non-event cleanup; painting and general overall maintenance of the Facility to ensure that the Facility is being maintained consistent with other similar first class facilities operated by MIND.

The City shall have the sole responsibility for maintenance of capital systems, electrical systems, plumbing and air conditioner operation;

MIND shall have the sole responsibility to recruit and employ personnel as it deems necessary for the staging and coordinating of Events and productions.

MIND shall maintain personnel policies that assure employment practices do not discriminate on the basis of race, color, religion, military status, marital status, physical or mental disability, national origin, age, gender, or sexual preference.

GENERAL SECURITY

MIND shall provide for the overall security of the Facility, including during non-event hours.

EMERGENCY PROCEDURES

MIND shall assign an employee and a backup employee to act as an Emergency Liaison to the City. This individual will be required to use good faith efforts to attend any and all meetings, held by the City, that deal with emergency situations, such as extreme weather events, terrorist acts, etc. The Liaison will serve as the point of contact during any emergency crisis.

MIND shall develop and implement a Hurricane Preparedness Procedure, a copy of which shall be provided to the City.

JANITORIAL, CLEANING AND HOUSEKEEPING

The Facility shall be reasonably clean and stocked with supplies (i.e. toilet paper, soap, etc.) at all times. This includes general cleaning during non-event times, as well as during Events.

Restrooms are to be cleaned during Events and on a periodic basis during non-event times to assure that they are in a functional and reasonably sanitary condition.

MIND shall have the responsibility for Sanitation and Waste as it relates to emptying of the dumpster and servicing trash receptacles within the Theatre. The dumpster will be serviced at current service levels.

At MIND's responsibility, treatment for pests and rodents (except termites) shall occur on a quarterly basis as needed to prevent infestation or as required by applicable code.

Flooring shall be cleaned and polished on an as needed basis.

Windows shall be maintained in a reasonably clean condition and cleaned on an as needed basis.

Entrance doors and mirrors shall be maintained in a reasonably clean condition and cleaned on an as needed basis.

LANDSCAPING

The City shall maintain all exterior landscaping

EXTERIOR LIGHTING

The Facility shall remain illuminated regularly after dark. MIND shall maintain all exterior lighting, except for neon lighting.

EQUIPMENT MAINTENANCE AND GENERAL MAINTENANCE

Equipment shall be maintained in a good and workmanlike manner in order to maintain in full force and affect all dealer's and manufacturer's warranties. MIND shall develop an annual schedule for equipment inspection and preventative maintenance.

Upon termination, cancellation, and/or expiration of the Agreement, MIND shall provide all records maintained in accordance with Section 5.3.4. All existing warranties that are transferable will be transferred to the City.

MIND shall post and maintain, as required by any applicable governmental code and/or regulation, any and all required professional licenses, certifications, and/or permits.

The City shall maintain and inspect all building safety systems including but not limited to: smoke, fire, and CO detector systems, backup generator operation, emergency battery backup functions, emergency lighting, emergency egress, special needs and blackout preparedness equipment. All building safety systems shall be tested on at least an annual basis or as required by federal, state or local codes and regulations, and maintained in operating condition at all times.

The City shall develop and implement a plan for inspection and maintenance for the Facility's HVAC systems. This shall include inspection of all HVAC controls on a quarterly basis to verify proper setting and operation as well as any adjustments and/or maintenance that may be appropriate, including, but not limited to filter replacement, blower and/or heat exchanger, proper operation of air intakes/vents, fan units, ducts, etc.

MIND has the sole responsibility of maintaining the paint on the interior of the Facility.

EXHIBIT D
MIND STANDARD AGREEMENT

EXHIBIT E
CITY OF MIAMI BEACH OWNED PROPERTY INCLUDED IN THE AGREEMENT

EXHIBIT F
LIST OF CONTRACTED EVENTS

EVENT	DATE	RECEIVED	DUE	NOTES
Crohn's & Colitis Foundation	July 7, 2016	\$2,017.54	\$1517.54 6/10/16	
Bon Ritmos	August 31, 2016	\$1,266.00	\$1767.26 7/29/16	
Miami Hispanic Ballet	Sept 3-4, 2016	\$1,000	\$2765.40 7/29/16	
Miami Lyric Opera	Sept. 8-10, 2016	\$500	Tickets	
Inffinito 20th Annual Brazilian Film Fest.	Sept.20-24, 2016	\$8,324.40	\$7824.40 8/19/16	
Virginia Mendez Come Dance	Sept. 27 & 30, 2016	\$4,455.77	\$3955.77 8/26/16	
Miami World Cinema	Oct. 4-6, 2016		Pending Estimate/Contract	
Florida Opera Prima	Oct. 9 & 15, 2016	\$500	Pending Estimate	
US Hispanic Circulo Creativo	Oct. 11-12, 2016	\$500	\$3976.80 7/7/16 \$3976.80 9/9/16	Contracted
Ballet Etudes	Oct. 15, 2016	Due	Pending Estimate	Not contracted
Miami Lyric Opera	Oct. 20, 22, 23, 2016	\$500	Tickets	
Miami New Drama	Oct. 24-Nov. 20, 2016	\$0	Pending Estimate	Not contracted
New World School of The Arts	Nov. 21, 2016			Hold
New World School of The Arts	Nov. 30-Dec. 1, 2016			Hold
Art Basel US Corp	Dec. 2, 2016	\$500	\$2044.85 8/16 \$2044.85 11/4/16	Contracted
AIMM Higher In Motion Dance	Dec. 4, 2016	\$500	\$2271.70 9/2/16 \$2271.70 11/4/16	Contracted
Aguamarina Preschool	Dec. 6-7, 2016	Due	Pending Estimate	
AEG Live	Dec. 8, 2016	\$800	Pending Estimate	Contracted
Power Access, Inc.	Dec. 9 & 11, 2016	\$500	\$3709.18 7/8/16 \$3709.18 11/4/16	Contracted
Nikisings, Inc.	Dec. 8, 2016	\$500	Tickets	Contracted
New World School of The Arts	Dec. 12, 2016		\$2660.27 7/7/16 \$2160.27 11/11/16	Hold
Dance NOW!	Dec. 15-16, 2016			Contracted
AEG Live	Dec. 17-18, 2016			Hold
Erika Moon Productions	Dec. 17, 2016			2nd Hold
Music Works	Jan. 10, 2017	\$517.50	\$1669.86 6/3/16 \$1169.86 12/9/16	Contracted
20th Century Fox Television	Jan. 16, 2017	\$500	\$1395.97 8/12/16 \$1395.97 12/16/16	Contracted
Music Works	Feb. 3, 2017			Hold
Erika Moon Productions	Feb. 10-11, 2017		Pending Estimate	Not contracted

Music Works	Feb. 17, 2017	\$517.50	\$1973.70	6/3/16	\$1473.70	1/13/17	Contracted
Erika Moon Productions	Feb. 18, 2017				Pending Estimate		Not contracted
New World School of The Arts	Feb. 19-26, 2017						Hold
Miami Lyric Opera	Feb. 23-26, 2017						2nd Hold
National Young Arts	Feb. 24-26, 2017						3rd Hold
Miami Lyric Opera	March 2-5, 2017						Hold
Music Works	March 8, 2017						Hold
Ballet Etudes	March 11-18, 2017				Pending Estimate		Not contracted
Erika Moon Productions	March 11-12, 2017						Hold
Lehrman Community Day School	March 26-29, 2017				Pending Estimate		Hold
Ballet Flamenco La Rosa	March 30-April 2, 2017						Not contracted
National Young Arts	March 31-April 2, 2017						Hold
Young Patronesses of The Opera	April 6-8, 2017	\$500	\$3559.04	10/7/16	\$3559.04	3/3/17	Contracted
Music Works	April 12-23, 2017				Pending Estimate		Not contracted
Momentum Dance Company	April 14-15, 2017						Hold
MiFo Film Festival	April 21, 2017						2nd Hold
MiFo Film Festival	April 29, 2017				Pending Estimate		Not contracted
Friends of Classical Music	May 4-10, 2017						Hold
Patrons of Exceptional Artists	May 11-14, 2017				\$6925.72	1/13/17	Not contracted
Dance NOW!	May 17-21, 2017				Pending Estimate		Not contracted
World Out Games	May 26-June 4, 2017				Pending Estimate		Not contracted
Dance NOW!	June 1-3, 2017						Hold
Fitness Universe	June 23-24, 2017				Pending Estimate		Hold
Miami Lyric Opera	July 6-9, 2017						Not contracted
Miami Lyric Opera	Sept. 7-10, 2017						Not contracted
Infinito 21th Annual Brazilian Film Fest.	Sept. 20-23, 2017				Pending Estimate		Not contracted
Dance NOW!	Dec. 15-17, 2017				Pending Estimate		Not contracted
Dance NOW!	May 17-20, 2018				Pending Estimate		Not contracted
Fitness Universe	June 22-23, 2018				Pending Estimate		Not contracted

EXHIBIT G
COCA-COLA Agreement
Segafredo Lease

**AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT
BETWEEN
CITY OF MIAMI BEACH
AND
MIAMI NEW DRAMA, INC.
FOR THE MANAGEMENT OF THE COLONY THEATRE**

This **AMENDMENT NO. 2** ("Amendment") is made and entered into this _____ day of _____, 2018, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation ("City"), having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **MIAMI NEW DRAMA, INC.**, a Florida not-for-profit corporation ("MIND"), whose principal address is 1040 Lincoln Road, Miami Beach, FL 33139, and hereby amends the Management Agreement between City and MIND dated October 4, 2016, as amended by Amendment No. 1, to the Management Agreement, dated May 17, 2017 (collectively, the "Agreement") as follows:

RECITALS

WHEREAS, MIND is a not-for-profit 501(c)3 presenting and producing organization committed to theatrical excellence and theater-making as a means of social engagement, cultural conversation and human interaction; and

WHEREAS, MIND's productions include an eclectic mix of original plays, musicals, classics and world premieres, including work commissioned specifically for Miami New Drama. These productions utilize a mix of the best local, national and international talent to incubate work from scratch; and

WHEREAS, on September 14, 2016, the Mayor and the City Commission adopted Resolution No. 2016-29569, approving an agreement with Miami New Drama for the operation, management, maintenance and promotion of the Colony Theatre (the "Facility"); and

WHEREAS, on October 4, 2016, the City and Miami Theater Hub, Inc., a Florida not-for-profit corporation, d/b/a Miami New Drama entered into a Management Agreement, which provided for an annual City contribution to MIND, in the amount of \$170,000, subject to funding approval by the City Commission, plus an annual reimbursement for utility bills, in the amount not to exceed \$80,000; and

WHEREAS, on May 17, 2017 the Mayor and City Commission adopted Resolution No. 2017-29858, approving Amendment No. 1 to the Management Agreement to include six parking spaces at Municipal Parking Lot No. P25, located at 17th Street and Lenox Avenue, at no charge to Miami New Drama; and

WHEREAS, on August 29, 2017, Miami Theater Hub, Inc. changed its name to Miami New Drama, Inc., and as such, any references in the Agreement to MIND shall refer to Miami New Drama, Inc. without a reference to a fictitious name; and

WHEREAS, on February 22, 2018, the City submitted the Facility to condominium ownership; and

WHEREAS, on July 20, 2018, the Finance and Citywide Projects Committee recommended increasing the City's contribution by \$330,000, for a total annual contribution of \$500,000 (including an annual City utility contribution, in the amount not to exceed \$80,000) to MIND, subject to funding approval during each City fiscal year; and

WHEREAS, on October 17, 2108, the Mayor and City Commission adopted Resolution No. _____, approving Amendment No. 2 to the Agreement, increasing the City's contribution, in the annual amount of \$420,000, and maintaining the City utility contribution, in an annual amount not to exceed \$80,000, for a total annual contribution not to exceed \$500,000, subject to funding approval during each fiscal year; updating Mind's name to reflect Miami New Drama, Inc.; updating the legal description of the Facility to reflect the condominiumization process; approving the first Renewal Term, commencing on October 1, 2018 and ending September 30, 2023; modifying the performance measures to include an educational division and public outreach, which will include providing a "\$3.05 ticket program" reserving seats for first time theater-goers, 1,000 free tickets for senior centers and youth throughout Miami Beach, educational programs to accompany each production serving up to 6,400 students, a children's summer camp and workshop series, and traveling plays for schools and senior centers; and

WHEREAS, the City and MIND hereby acknowledge the exercise of the first renewal term, for five (5) years, commencing October 1, 2018 and ending September 30, 2023.

NOW, THEREFORE, the City and MIND hereby agree to amend the Management Agreement as follows:

1. **ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**

The Agreement is hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

- a. The Agreement is hereby amended to add Exhibit "A", attached hereto, which contains the legal description of the Facility.
- b. Exhibit "B" to the Agreement, "ANNUAL BENCHMARKS" is hereby deleted in its entirety and replaced with the attached Exhibit "B".
- c. The first paragraph of subsection 5.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.2 Required Number of Events; Continuous Operation; Conclusion of Events. In order to ensure the continuous operation of the Facility, MIND agrees to comply with the following programmatic guidelines:

- (a) Commencing on October 1, 2016, MIND shall cause at least 75 Events to be held at the Facility for each Contract Year during the Initial Term.

- (b) During the first Renewal Term, MIND shall cause at least 150 events at the Facility for Contract Years, commencing October 1, 2018 and ending September 30, 2020, serving more than 35,000 visitors per year; 175 events at the Facility for Contract Years, commencing October 1, 2020 and ending September 30, 2022, serving more than 40,000 visitors per Contract Year; and 200 events at the Facility for Contract Year, commencing on October 1, 2022 and ending on September 30, 2023, serving more than 45,000 visitors per Contract Year (and proportionately for any partial Contract Year).

MIND shall exercise its best efforts to meet the Annual Benchmarks referenced in Exhibit "B" hereto. The aforesaid Events shall be calculated by counting each separate Event in a Series. In connection with using best efforts to attain the enhanced Annual Benchmarks required during the first Renewal Term, MIND shall develop an educational division and increase public outreach.

- d. Subsection 5.2(a) is hereby renumbered as 5.2(c).
- e. Subsection 9.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

9. 1 During the first Contract Year of the Initial Term of this Agreement (From October 1, 2016 through September 30, 2017), the City will provide funding to MIND, in the amount of \$170,000.00 ("City's Contribution(s)"), payable in quarterly installments within fifteen (15) days following the end of each Quarter, with the first payment, in the amount of \$42,500.00 due October 15, 2016; \$42,500.00 due on January 15, 2017, \$42,500.00 due on April 15, 2017, and \$42,500.00 due on July 15, 2017. Thereafter, subject to funding availability and at the City's sole option and discretion, the City will provide a City Contribution, in an amount of \$170,000.00 annually, and payable quarterly, in the same manner as during the first Contract Year.

During the first Contract Year of the first Renewal Term (From October 1, 2018 through September 30, 2018), the City's Contribution will be increased to \$420,000.00 annually, payable in quarterly installments within fifteen (15) days following the end of each Quarter, with the first payment, in the amount of \$105,000.00 due October 15, 2018; \$105,000.00 due on January 15, 2019, \$105,000.00 due on April 15, 2019, and \$105,000.00 due on July 15, 2019. During the remaining Contract Years of the first Renewal Term, the City's Contribution, of \$420,000.00 annually, and payable quarterly, in the same manner as during the first Contract Year, shall be subject to approval, by the City Commission, at the City's sole option and discretion, during the City's budgetary process for each subsequent fiscal year.

MIND shall submit an invoice for each payment of such City's Contribution and also submit the corresponding reports due for that particular Quarter. The City, in its sole discretion, may condition payment of the City Contribution upon MIND providing the requisite reports under this Agreement, including, without limitation, those reports set forth in Sections 5 and 12 of this Agreement.

- f. Subsection 12.6(a) of Section 12, RECORDS, AUDITS AND REPORTS, of the Agreement is hereby amended to add the following new subsection (iv):

iv. A listing of the programs undertaken by the educational division and number of attendees served through the public outreach and educational activities.

- g. **Section 32, NOTICES, of the Agreement is hereby amended as follows:**

Section 32. NOTICES

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

Miami New Drama
~~469 East Flagler Street, PH-1040 Lincoln Road~~
~~Miami, FL 33131~~ Miami Beach, FL 33139

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

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

With copies to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: ~~Max Sklar~~, Heather Shaw, Tourism, Culture, and
Economic Development, Acting Director

3. **RATIFICATION.**

Except as provided in this Amendment, the Agreement remains unmodified and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, this Amendment No. 2 to Management Agreement has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, City Clerk

Dan Gelber, Mayor

Attest:

MIAMI NEW DRAMA, INC.

Signature

Michel Hausmann, Chief Executive Officer

Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT A

DESCRIPTION OF FACILITY

Unit No. 3, of Colony Theatre Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 30872, at Page 1216, of the Public Records of Miami-Dade County, Florida, as amended by that certain Certificate of Amendment to the Declaration of Condominium for Colony Theatre Condominium, recorded in Official Records Book 30952, at Page 721, of the Public Records of Miami-Dade County, Florida.

SURVEY TYPE: BOUNDARY SURVEY.

LEGAL DESCRIPTION:

LOT 12, BLOCK 47 OF 'LINCOLN SUBDIVISION', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 69 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SURVEYOR'S REPORT

- 1) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 2) UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
- 3) VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
- 4) DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED UNLESS OTHERWISE STATED.
- 5) THIS SURVEY IS SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND OTHER MATTERS WHICH MIGHT BE REFLECTED IN A SEARCH OF TITLE TO THE SUBJECT LANDS.

FLOOD_ZONE_INFORMATION

FLOOD ZONE: AE / ELEVATION: 8' / COMMUNITY No: 120651 / PANEL: 0317
SUFFIX: L / MAP No. 12086C0317L / MAP REVISED: SEPTEMBER 11, 2009

I HEREBY CERTIFY:

I HEREBY CERTIFY: THAT THE ATTACHED BOUNDARY SURVEY MEETS THE REQUIRED STANDARD OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472 FLORIDA STATUTES AND CHAPTER 5J-17.050-052 OF THE FLORIDA ADMINISTRATIVE CODE.

FRANK PARUAS, P.S.M.
L.S.#6625, STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
THIS SURVEY IS NOT FULL AND COMPLETED WITHOUT SHEET 2.

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
MIAMI, FLORIDA 33178
TEL. (305) 591-8777 FAX. (305) 599-8749

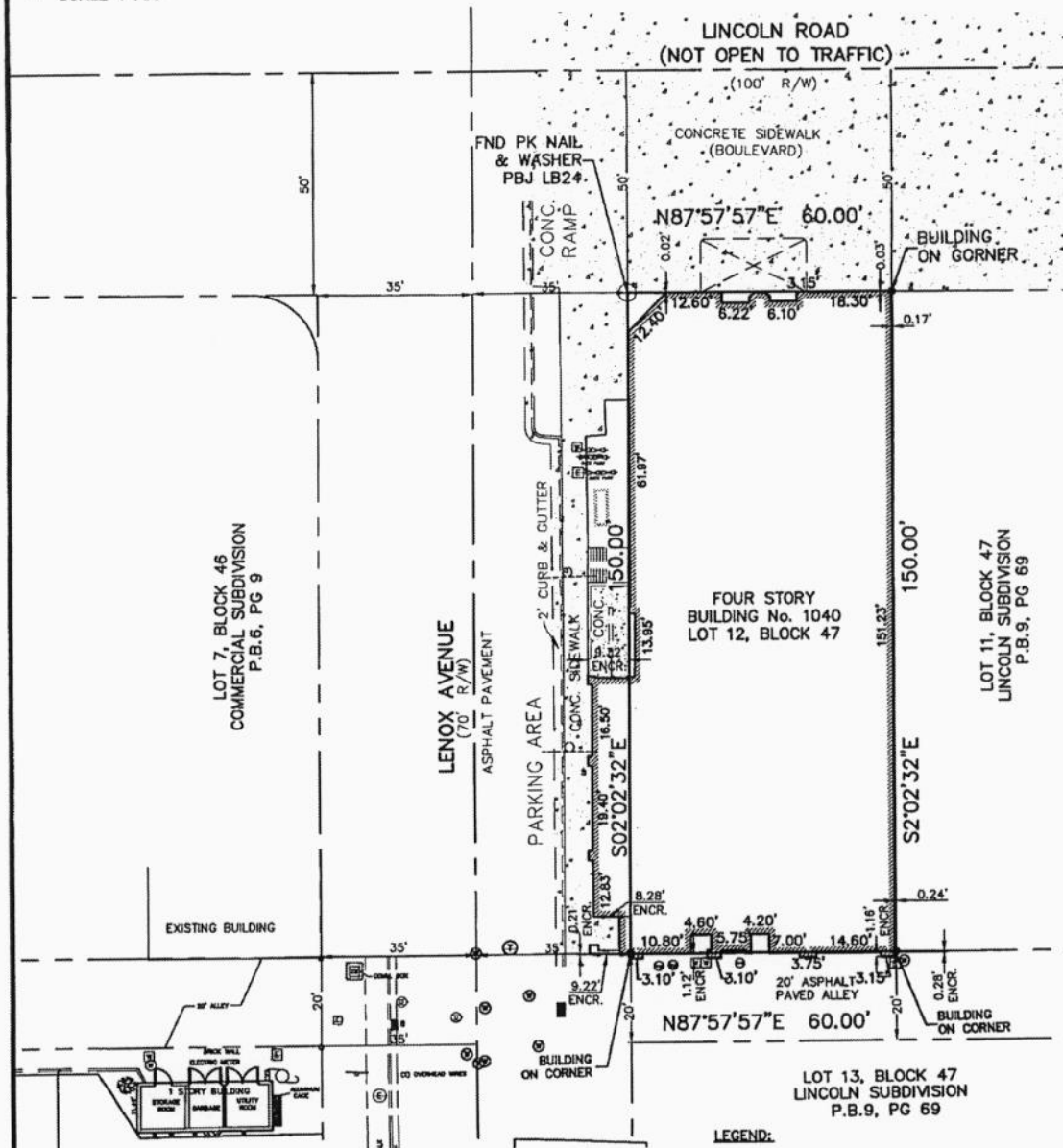

R. ALEMAN

SCALE: NOT TO SCALE

DRAWN: J.D.

SHEET 1 OF 11 SHEETS

SCALE 1"=30'



C.L.F.	CHAIN LINK FENCE
CONC.	CONCRETE
D	DELTA ANGLE
ELEV.	ELEVATION
FND	FOUND
L	LENGTH OF CURVE
M	MEASURED
PB	PLAT BOOK
PG	PAGE
R	RADIUS
RC.	RECORD
R/W	RIGHT OF WAY
SEC.	SECTION
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PRM	PERMANENT REFERENCE POINT
ENC.	ENCROACHMENT

	LIGHT POLE		WATER METER
	POWER POLE		SINGLE SUPPORT SIGN
	OVERHEAD WIRES		ELECTRIC BOX
	CABLE TELEVISION BOX		FIRE HYDRANT
	SANITARY SEWER MANHOLE		WATER VALVE
	TREE		DRAINAGE MAN HOLE
	PALM TREE		COMMUNICATION MAN HOLE
	SEWER VALVE		CATCH BASIN

BOUNDARY SURVEY IS NOT FULL AND COMPLETED
WITHOUT SHEET 1

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R. ALEMAN

DATE: 12/19/17

SCALE: 1":30'

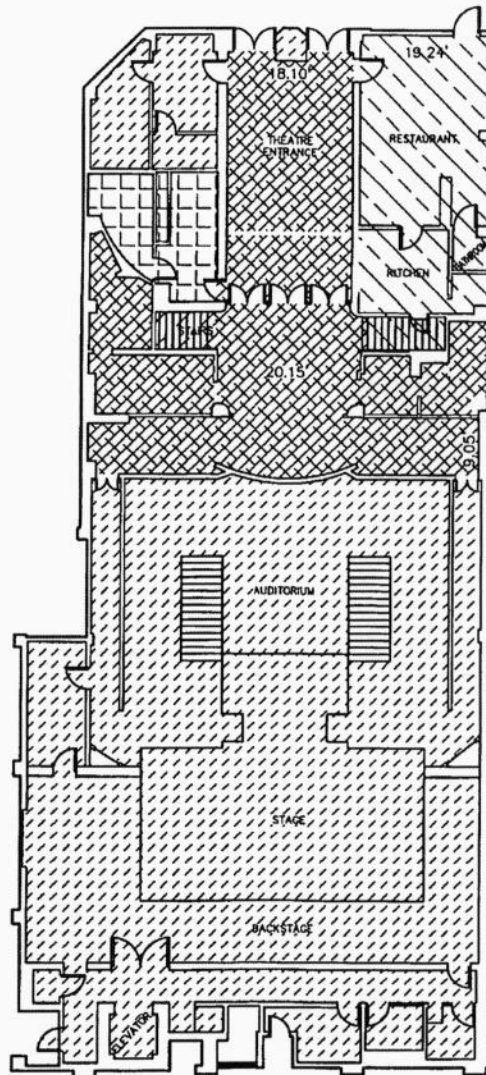
DRAWN: J.D.

SHEET 2 OF 11 SHEETS

EXHIBIT "B"
TO DECLARATION OF CONDOMINIUM FOR
COLONY THEATRE CONDOMINIUM
FLOOR PLAN
(1st Floor) STREET LEVEL

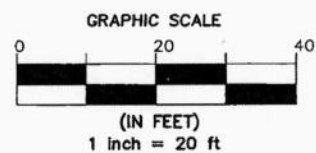


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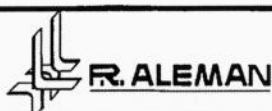


LEGEND

-  RESTAURANT UNIT #1
-  CONCESSION | STORAGE UNIT #2
-  THEATRE UNIT #3
-  COMMON AREAS



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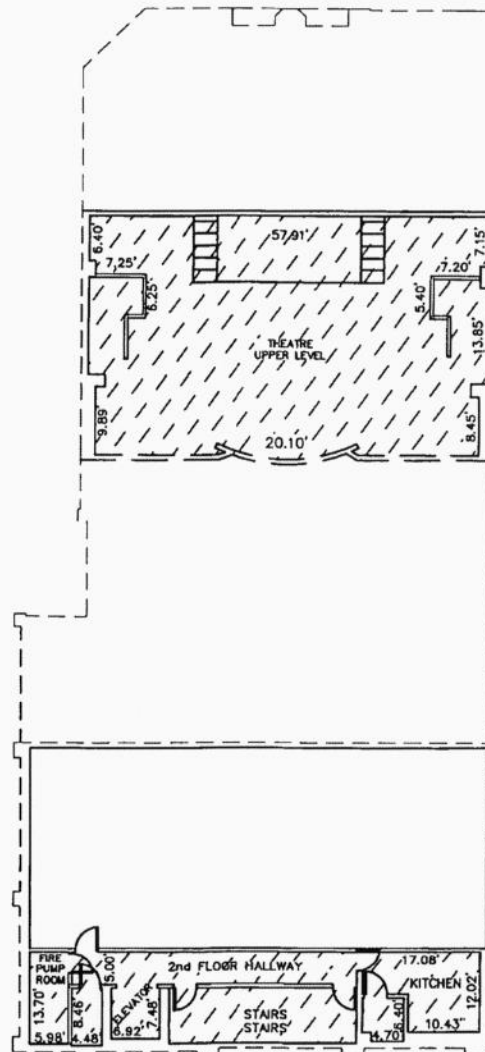


DATE: 12/19/17
 SCALE: 1"=20'
 DRAWN: J.D.
 SHEET 3 OF 11 SHEETS

EXHIBIT "B"
TO DECLARATION OF CONDOMINIUM FOR
COLONY THEATRE CONDOMINIUM
FLOOR PLAN
2nd FLOOR

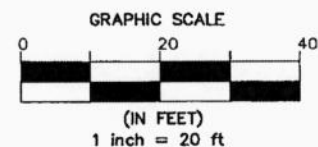


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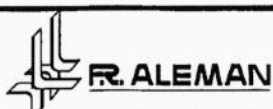


LEGEND

THEATRE UNIT #3



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DATE: 12/19/17
 SCALE: 1"=20'
 DRAWN: J.D.
 SHEET 4 OF 11 SHEETS

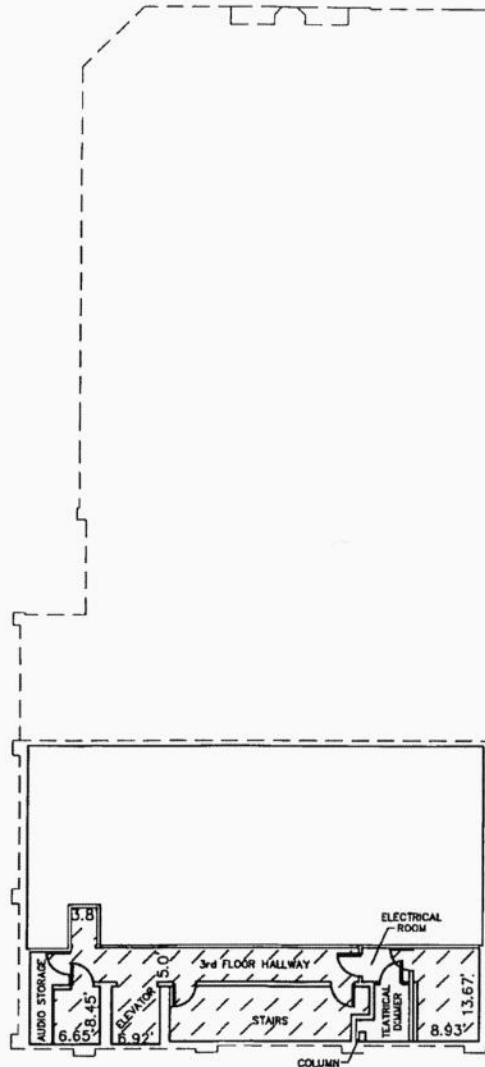
EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM FOR COLONY THEATRE CONDOMINIUM

FLOOR PLAN 3rd FLOOR



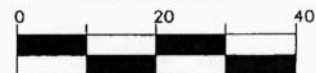
SCALE 1" = 20'



LEGEND

 THEATRE UNIT #3

GRAPHIC SCALE



(IN FEET)

1 Inch = 20 ft

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F.R. ALEMAN

DATE: 12/19/17
SCALE: 1"=20'
DRAWN: J.D.
SHEET 5 OF 11 SHEETS

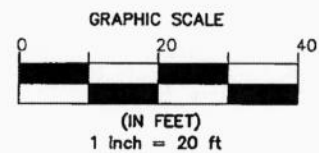
EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM FOR COLONY THEATRE CONDOMINIUM FLOOR PLAN 4th FLOOR

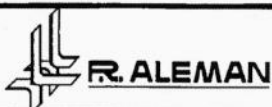


LEGEND

THEATRE UNIT #3



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DATE: 12/19/17
SCALE: 1"=20'
DRAWN: J.D.
SHEET 6 OF 11 SHEETS

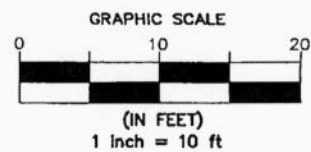
EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM FOR COLONY THEATRE CONDOMINIUM

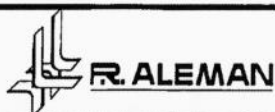
UNIT No. 1 FIRST FLOOR



SCALE 1"=10'



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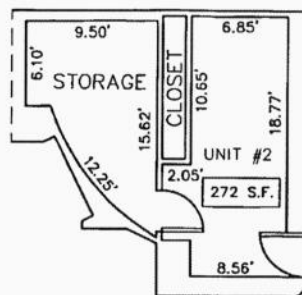


DATE: 12/19/17
SCALE: 1"=10'
DRAWN: J.D.
SHEET 7 OF 11 SHEETS

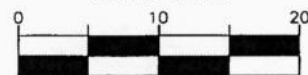
EXHIBIT "B"
TO DECLARATION OF CONDOMINIUM FOR
COLONY THEATRE CONDOMINIUM
UNIT No. 2
FIRST LEVEL



SCALE 1"=10'



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft

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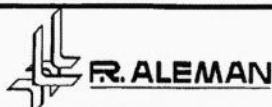
F.R. ALEMAN

DATE: 12/19/17
SCALE: 1"=10'
DRAWN: J.D.
SHEET 8 OF 11 SHEETS

SCALE 1"=20'



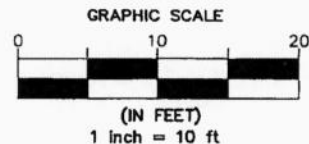
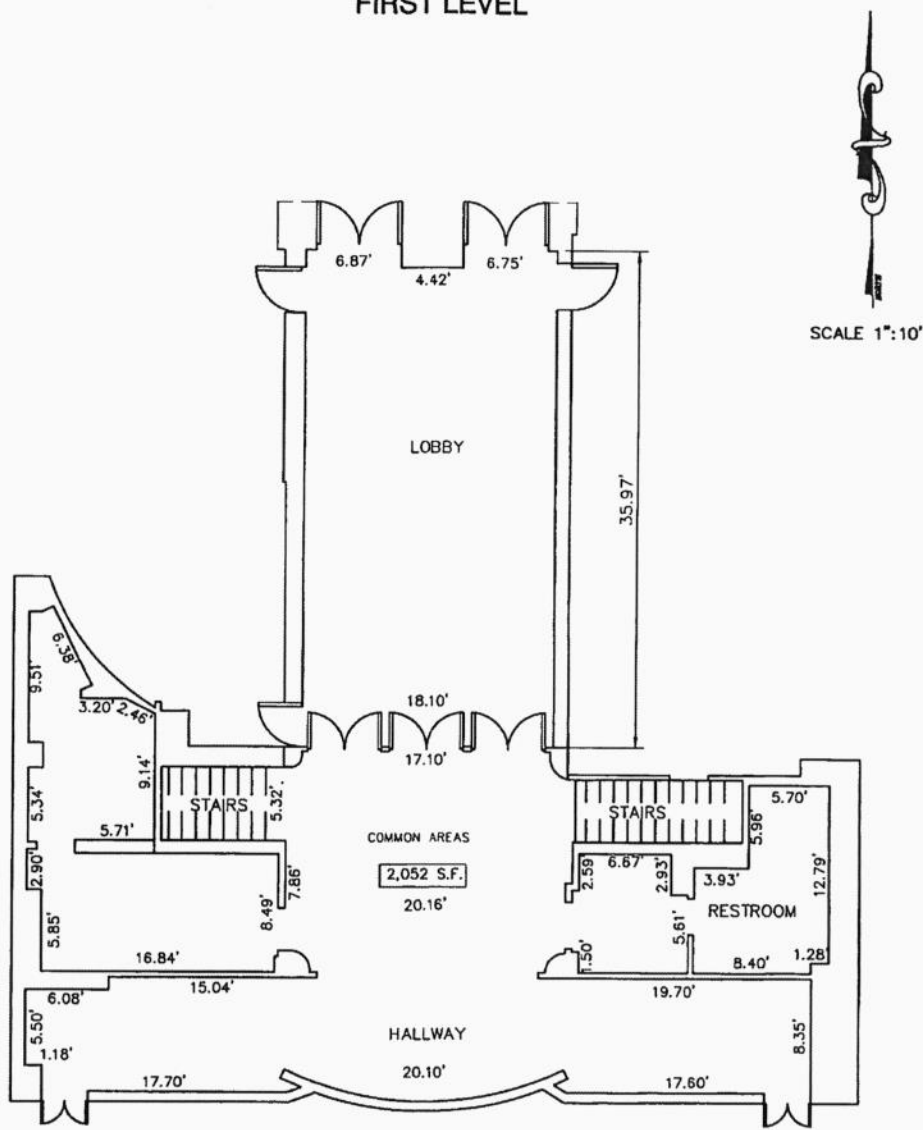
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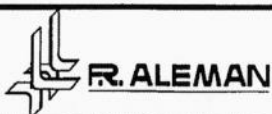
SHEET 9 OF 11 SHEETS

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM FOR COLONY THEATRE CONDOMINIUM COMMON AREAS FIRST LEVEL



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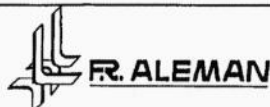


DATE: 12/19/17
SCALE: 1"=10'
DRAWN: J.D.
SHEET 10 OF 11 SHEETS

EXHIBIT "C"
TO DECLARATION OF CONDOMINIUM
FOR
COLONY THEATRE CONDOMINIUM

AREAS AND PERCENTAGE FOR CONDOMINIUM UNITS		
	Percentage (%)	Area (Square Foot)
UNIT 1:	6.21	820
UNIT 2:	2.06	272
UNIT 3:	91.73	12,113
Total Condominium Units Area	100	13,205
COMMON AREAS:		2,052
Total Building		15,257

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DATE: 12/19/17
 SCALE: NOT TO SCALE
 DRAWN: J.D.
 SHEET 11 OF 11 SHEET



Management Agreement Operational Plan FY 2018-2019

A. Company Overview

Our Mission

Founded by playwright and director, Michel Hausmann, and National Medal of the Arts winner, Moisés Kaufman, Miami New Drama is a producing organization committed to artistic excellence and groundbreaking work unique to this diverse and extraordinary city, with a vision of theater as a powerful vehicle for social change. We present world-class work by American, Latin American, and international artists designed for Miami's unique multicultural 21st century audience. By sharing work where cultures, dialogues, and communities intersect, we aim to reach audiences as diverse as the city itself.

Our Programming

Includes an eclectic mix of original plays, musicals, classics and world premieres – featuring work commissioned specifically for Miami New Drama. Our productions utilize a mix of the best local, national, and international talent to incubate work from a mere idea to a full-fledged performance. Actors, directors and designers, culled from the Miami community and beyond, create work that reflects our extraordinary city and highlights some of the best theatrical talent in the world.

2018-2019 Season

ONE NIGHT IN MIAMI...

The night of February 25th, 1964 a young Cassius Clay emerges from the Miami Beach Convention Center as the World Heavyweight Boxing Champion. Against all odds, he's defeated Sonny Liston and shocked the world of boxing. While crowds of people swarm Miami Beach's hotspots to celebrate the match, Clay, unable to stay on the island because of Jim Crow-era segregation laws, spends the night at the Hampton House Motel in Miami's Overtown neighborhood celebrating with three of his friends: activist Malcolm X, singer Sam Cooke, and football star Jim Brown. The next morning, the men emerge determined to define a new world. In *One Night in Miami...*, critically-acclaimed playwright Kemp Powers aims to pinpoint exactly what happened during those pivotal hours. Featuring the music of Sam Cooke, including his hit song, "A Change is Gonna Come," the show sets out to answer this question by offering a piercing narrative for the evening, which challenges the four men, strips them bare, and reveals them for who they were.

FAKE

World Premiere

Amidst cut-throat competition at a renowned auction house, Camila has just been promoted as the head of the Latin American Art Department when she is presented with one of her great-aunt Amelia Pelaez's paintings as a last minute inclusion. The authenticity of the painting is questionable, Camila's dedication to her great Aunt is not, forcing Camila to decide between her own burgeoning career and Amelia's legacy. Written by Cuban-American playwright and Miami native Carmen Pelaez, this exciting world premiere thrusts us into the world of high stakes art dealing, Cuban politics, and a thrilling pursuit for the truth. Absent from Miami stages since her extended run of *Rum and Coke* at the Coconut Grove Playhouse, Ms. Pelaez will also star in the new play.

COCAINE COWBOYS

World Premiere

Based on the acclaimed documentaries by Billy Corben, *Cocaine Cowboys* chronicles the development of the illegal drug trade in Miami during the 1970s and 1980s through the eyes of Rivi Ayala, a hired assassin working with the notorious drug dealer Griselda Blanco. Created from the actual texts of Ayala's depositions, newspaper articles of the time, and other found documents, this new theatrical documentary will shed light on how the economic growth which took place in Miami during this period was a benefit of the drug trade, and how it shaped the Magic City we know today. Award-winning playwright, journalist, and multimedia artist Aurin Squire, currently a writer on CBS' *The Good Fight*, and a graduate of North Miami Beach High School joins Billy Corben and Michel Hausmann in developing this uniquely Miami docudrama.

VIVA LA PARRANDA!

World Premiere

A village, a dream, a new musical. Bringing passion and color through traditional rhythms and dances, Betsayda Machado and *La Parranda El Clavo*—her village's own multi-generational band—invites audiences to discover, indulge, and celebrate the contagious beats of Afro-Venezuelan soul through stories and songs of their real-life struggles and triumphs. The energizing percussion and vocal ensemble presents an engaging repertoire cultivated through centuries of African tradition and musical influence in Venezuela.

B. Budgets

		ACTUALS (990)		PROJECTIONS						
			2-Year Management Agreement			5-Year Extension				
			Prior Year	Budgeted Current Year	Current Year Updated (Quarter 3)	Next Year	Year 2	Year 3	Year 4	Year 5
			(2015-2016)	(2016-2017)	(2017-2018)	(2017-2018)	(2018-2019)	(2019-2020)	(2020-2021)	(2021-2022)
Revenue	Contributions and grants	171,471.	291,249.	646,152.	822,000.	825,000.	924,000.	1,050,000.	1,148,000.	1,200,000.
	Program service revenue	179,296.	747,027.	900,000.	928,000.	1,125,000.	1,276,000.	1,450,000.	1,652,000.	1,800,000.
	Investment income	75.								
	Total revenue	\$350,842	\$1,038,276	\$1,402,152	\$1,750,000	\$1,950,000	\$2,200,000	\$2,500,000	\$2,800,000	\$3,000,000
Expenses	Salaries, other compensation, employee benefits	213,235.	313,583.	836,952.	1,079,090.	856,773.	946,000.	1,075,000.	1,204,000.	1,290,000.
	Professional fundraising expenses									
	Total fundraising expenses		6,157.	20,000.	18,000.	20,000.	22,000.	25,000.	28,000.	30,000.
	Other expenses	121,901.	728,169.	545,200.	652,910.	1,093,227.	1,232,000.	1,400,000.	1,568,000.	1,680,000.
	Total expenses	\$335,136	\$1,041,752	\$1,402,152	\$1,750,000	\$1,950,000	\$2,200,000	\$2,500,000	\$2,800,000	\$3,000,000
	Revenue less expenses	15,706.	-3,476.							

C. Staff

Current Regular Staff

o Artistic Director

Michel Hausmann is a Venezuelan-born theater director, producer, and writer. He is the co-founder and Artistic Director of Miami New Drama, the resident company and operator of the historic Colony Theatre on Miami Beach. Michel is the bookwriter and director of *The Golem Of Havana*, a critically-acclaimed original musical that has been produced across the country including a sold-out, extended run at the Colony Theatre. Under his artistic leadership Miami New Drama has produced: *Our Town* (also Director), *Terror* (Directed by Gregory Mosher) and *A Special Day* (in co-production with The Play Company.) Hausmann's Off-Broadway credits include the New York Premiere of Vassily Sigarev's *Black Milk* at East 13th Theater and the New York premiere of *The Color Of Desire*, by Pulitzer Prize-winning author Nilo Cruz. He was the co-founder and Artistic Director of an award-winning theater company in Venezuela where he directed over a dozen productions. Michel received a BA from Emerson College and an MFA in Theater Directing from Columbia University. He is a New York Theater Workshop 2050 Fellow, a Shubert Presidential fellow, an IRNE nominee, a Richard Rodgers Award finalist, and a two-time Knights Arts Challenge Award recipient. He is a husband, father of three, and a dog lover.

- **Moisés Kaufman** (Co-Founder) was awarded the National Medal of Arts by President Obama in September 2016. He is also a Tony and Emmy nominated director and playwright. Prior Broadway credits: *The Heiress* with Jessica Chastain, *33 Variations* (which he also wrote) with Jane Fonda (5 Tony nominations); Rajiv Joseph's Pulitzer Prize finalist *Bengal Tiger* at the Baghdad Zoo with Robin Williams; the Pulitzer and Tony Award-winning play *I Am My Own Wife*. His plays *Gross Indecency: The Three Trials of Oscar Wilde* and *The Laramie Project* are among the most performed plays in America over the last decade. Kaufman also co-wrote and directed the film adaptation of *The Laramie Project* for HBO, which received two Emmy Award nominations for Best Director and Best Writer. He is currently directing and writing a new Broadway-bound adaptation of Bizet's *Carmen* with Grammy-winning composer Arturo O'Farrill. He's the artistic director of Tectonic Theater Project, co-founder and Artistic Associate of Miami New Drama, and a Guggenheim Playwriting Fellow.
- **Executive Director**
Olga C. Granda is a Miami native and cultural entrepreneur. She is a graduate of the Harid Conservatory and Davidson College. As a dancer she performed with the Miami City Ballet and the Royal Ballet at the Metropolitan Opera House, Lincoln Center. After managing and directing a renowned antiques and art gallery, Olga co-founded TheHighBoy.com, an online marketplace for antiques and art designed to help the antiquated industry compete in the digital world. Pursuing a new challenge aimed at combining her experience in the arts, business, and historic preservation with her passion for social impact, Olga is committed to the creation of world-class theater in Miami as Miami New Drama's Executive Director. Olga is fluent in Spanish, French, and Italian, and is the proud mother of three children.
- **Producing Director**
Lisa Dozier King is proud to have been on the team of Miami New Drama since its premiere production, *The Golem of Havana*. She also has an Off Broadway general management firm in New York that has managed more than one hundred professional productions. Recent/Current Off Broadway: *A Letter to Harvey Milk* (Executive Producer), *The Crusade of Connor Stephens*, *Leonard Nimoy's Vincent*, *Promising*, *Bedbugs the Musical* (NY Times Critics' Pick), *Breakfast with Mugabe* (NY Times Critics' Pick), *Sistas the Musical*, *F#%king Up Everything* (NY Times Critics' Pick), *Ten Chimneys*, *Bronte: A Portrait of Charlotte*. Lisa has been on staff at Symphony Space, Manhattan Theatre Club, and the New 42nd Street. She is on faculty at the University of Miami as the BFA theatre management program director, collaborates with the Yiddishkayt Initiative, and has served as the general manager for the National Alliance for Musical Theatre's Festival of New Musicals for the last decade.
- **Theatre Manager**
Claudia Urdaneta B.A. in Political Sciences from Universidad Central de Venezuela, Master of Arts in Performing Arts Administration from NYU. President of the Centro Cultural Chacao (2014-2017). Executive Director of Festival Internacional de Teatro de Caracas (Caracas International Theater Festival) (2001-2012). Executive Producer of the Miami World Theater Festival (2005). Executive Director of Danzahoy Dance Company (1988-2001), A member of La Red de Promotores Culturales de Latinoamérica y el Caribe - La Red (Network of Cultural Promoters of Latin America and the Caribbean), and President of La Red for two terms, 1996-1997 / 2002-2004, and member of the Advisory Board in 1992-1993 / 1995-1996 / 1999-2000. La Red was a grantee of the Rockefeller Foundation from 1992 to 2002. Co-founder and President of the Caribbean Network of Art Presenters - CARIBNET) (1997- 2001). During her presidency, Mrs Urdaneta developed the Caribbean Fund for Arts and Culture, with the support of the Ford Foundation for three years. In 1999 she received the Venezuelan National Artists Award as best contemporary dance producer.
- **Productions and Operations Manager**
Steven Nuñez joined Miami New Drama in 2016. He was born in Okinawa, Japan and raised in the military, primarily in Arizona. He moved to Miami and graduated with a BFA from New World School of the Arts. He has been active in the Miami arts community for some time, where he has worked on a variety of collaborative pieces with a wide range of artists.

- Company Manager

Stephanie Debrecht is a graduate of the University of Miami with a BA in Theatre Arts, currently working as the company manager for Miami New Drama, and house manager for the Colony Theatre. Previous stage management credits include: *The Elaborate Entrance of Chad Deity* at Miami New Drama, *Children of Eden*, *As You Like It* (Ring Theatre), and *See What I Wanna See* (Hecht Studio Theatre).

- Director of Community Relations

Erik J. Rodriguez is a graduate of Florida International University where he received his Bachelors in Theatre Performance. He has been in multiple South Florida productions as an actor including: *Body Awareness* at Island City Stage, *Taming Of The Shrew* at Gablestage and *Suspension Of Disbelief* at New Theatre. He has organized multiple one-act festivals and has had his play *Not Ready For Primetime* produced around the country which focuses on the first five years of Saturday Night Live. Erik has also toured his one person show *Warmth Of The Sun* at multiple venues across US and UK. He also was the assistant events manager at FIU where he managed the facilities and facilitated rentals and Literary Manager at New Theatre where he assisted in assembling the programming.

- Master Electrician

Ernesto Pinto is a lighting designer with an extensive career in theater, dance, opera and music concerts. He received the Venezuelan's Critic Association Award as Best Lighting Design 2016 for *Piaf, Voz y Delirio*, and a Latin Grammy Certificate as Lighting Designer of *Una noche común y sin corriente* - Best Long Form Music Video (2010). He has completed designs and operated lights for the concerts of artists such as Caramelos de Cianuro, Frank Quintero, Franco de Vita, and Ricardo Montaner. He has also completed designs for musical theater, such as *Fame*, *Cabaret*, *Vivo El Musical*, *Chicago*, and *Piaf, Voz y Delirio* at the Teatro Teresa Carreño and the Centro Chacao Cultural.

- Administrative Assistant

Alexandrea Hess is a south florida native with over a decade working in the various roles of theatre. Obtaining a B.F.A in design at Florida International University she specializes in scenic and properties design, with an additional focus of theatre management. She has been the production stage manager for the annual American Resort Development Association (ARDA) awards conference since 2015, while scenic designing over three mainstage season shows at FIU, as well as an opera for the FIU School of Music. She also served as President and Executive Producer for Alpha Psi Omega, Alpha Alpha Lambda Chapter where she produced two full productions and a musical showcase. She has also previously served as the Box Office Manager for FIU School of Music from 2016-2018.

Seasonal Staff

- House Manager
- Ushers
- Production Stage Manager
- Crew

Board of Directors

- David Michael Scharlin, Chair
- Steven Bandel, Vice Chair
- Alexander Galsky, Treasurer
- Yael Muller, Secretary
- Evan Fancher
- Gary Farmer
- Marlene Green
- Michel Hausmann
- Moises Kaufman
- Helene Lindenfeld

- Martin Lindenfeld
- Janet Melk
- Charles Million
- Eduardo Muller
- Enrique Norten
- Amy Scharlin
- David Schrader
- Brandi Reddick, Non-Voting
- Olga Granda, Non-Voting

D. Maintenance

Miami New Drama employs a full-time **Production and Operations Manager**, who serves as the main liaison for all physical production aspects of the organization for all theatre productions and its guest presenters, including acting as the direct supervisor for all technical staff and crew members, and as the contact for all operations vendors regarding maintenance of the 400 seat venue.

Responsibilities:

- Oversee scheduling and staffing for all technical personnel and crew for all load in, technical rehearsals, performances and strike dates; as well as all rental dates.
- Schedule and supervise all routine facilities maintenance calls with vendors.
- Source and bid vendors for facilities.
- Serve as liaison between visiting companies and MND with matters relating to use of facilities.
- Monitor, manage, collect and submit payroll and reimbursements for all technical personnel.
- Supervise and be present, or delegate a pre-approved manager on site when not present, at any time that the theater or its equipment is in use.
- Create and coordinate realistic load in and technical schedules with delivery of physical production items, crew and cast scheduling, as well as conveying finalized schedule to venue personnel.
- Review all gear request lists for lighting, audio and video packages to assess best method to secure items, or make adjustments as needed regarding budgetary and artistic priorities,
- Evaluate all design facets prior to design implementation to analyze achievability within the scope of budget and scheduling provisions.
- Acting as main liaison with creative personnel on productions, by supervising implementation of set, costumes, props, lighting, sound, and projection designs.
- Bid, select and contract all shops and vendors for design implementation steps.
- Track and report to Producer all physical production related expenses with materials, shop fees, staff expenses and crew salaries.
- Facilitate all rehearsal needs in regards to physical production.
- Create and maintain budgets for company operations related to facilities and technical operations of MND productions.
- Keep up inventory of production expendables and budget for replacement items.
- Maintain safety guidelines related to venue operations and maintenance.
- Manage safety and government compliance as related to venue.
- Manage facility compliance related to historical building guidelines and regulations.
- Directly supervise all technical personnel and outside vendors related to facilities.
- Undertake special assignments as directed.
- Report work schedule weekly and communicate regularly with General Manager.

E. Affiliations

Industry Partners

- Tectonic Theatre Group
- ABKCO
- Theatre Communications Group (TCG)
- Asolo Repertory Theatre
- The Studio Theatre DC
- rakontur

Sponsorships

- Lincoln Road BID
- Miami Design District
- Meat Market
- SuViche
- Segafredo
- Halves & Wholes
- Miami Herald
- The Bass
- Citizens Interested in Arts
- The New Tropic
- Menin Hospitality
- Mondrian
- Mast Capital
- Amazon Services Inc.
- WLRN
- RJ Heisenbottle Architects
- Avanti Way
- International Finance Bank
- Absolut Elyx
- Banco do Brasil

F. Grant Support

John S. and James L. Knight Foundation
Perez Family Foundation
Miami-Dade County, Department of Cultural Affairs
State of Florida, Department of Cultural Affairs
Mailman Foundation
Daniel Nir and Jill Braufman Foundation

G. Public Relations/Marketing Plan

Marketing Plan

A major multi-channel marketing campaign has been created for the 2018-2019 season of MND for the productions, *One Night In Miami...*, *Fake*, *Cocaine Cowboys*, and *Viva La Parranda*. This campaign includes:

- Thousands of direct mail season subscription brochures
- Full-page print ads in the Miami Herald, coupled with a digital marketing campaign including email blasts.
- Print ads in the Miami New Times, coupled with a digital marketing campaign.
- Additional digital marketing outlets include The New Tropic, Travelzoo, Goldstar, and the GMVCB website.

- Radio advertisements on WLRN, Hot 105, 103.5 Beat.
- Print ads in the Miami Times
- Print ads and feature in Legacy Magazine
- Cross-promotional eblast campaigns with New World Symphony, Arsht Center, The Bass, Nu Deco Ensemble
- Trailers at O Cinema locations
- Outdoor projections on Colony Theatre
- Extensive investments in Social Media and Online Digital Marketing Campaigns.

Public Relations

Through our partnership with the Lincoln Road BID, Miami New Drama enjoys public relations support from the Lou Hammond Group.

For *One Night in Miami...* Miami New Drama has contracted the services of One Circle Marketing, led by Suzan McDowell and is working with ABKCO's Bob Merlis out of Los Angeles to further promote music industry coverage of the production.

Public Outreach

Miami New Drama contributes hundreds of tickets annually through Miami Dade County Department of Cultural Affairs' Golden Ticket Program and directly to numerous Senior Centers throughout Miami Beach.

For the 2018-2019 Season, Miami New Drama will unveil a \$3.05 ticket program reserving seats for first time theatergoers for every performance.



**FISCAL YEAR 2018-2019
SUMMARY SHEET**

Projected Income	\$1,950,000
------------------	-------------

Projected Expenses*	\$1,950,000
---------------------	-------------

**LESS AEA BOND*

Profit/Loss	\$0	*in-kind revenue not valued
-------------	-----	-----------------------------

Summary of Expenses	
MND Personnel Expenses	
Artistic Director	\$60,000
Executive Director	\$37,500
Producing Director	\$35,000
Interns/Assistant Support	\$35,000
Health Insurance	\$20,000
Taxes	\$25,125
TOTAL	\$212,625
MND Company Expenses	
Accountant	\$15,000
Development Costs	\$20,000
Travel	\$5,000
Office Expenses	\$12,000
Advertising & Marketing	\$200,000
TOTAL	\$252,000
Colony Theatre Facilities Expenses	
Financial Director	\$37,500
Theater Manager	\$45,000
Custodial Manager	\$32,000
Operations Manager	\$50,000
Administrative/Box Office	\$28,000
Taxes & Benefits	\$38,500
Rentals & Brand Marketing	\$25,000
Production & Tech Crew	\$60,000
FOH Team	\$50,000
Insurance	\$20,000
Elevator Maintenance	\$5,000
Electricity	\$76,000
Office Expenses	\$12,000
Telephone & Internet	\$8,000
Facilities Supplies	\$40,000
Repairs & Maintenance (Labor)	\$15,000
Storage	\$20,000
Waste	\$2,100
Water	\$4,000
TOTAL	\$530,600
MND Production Expenses	
ONIM	\$212,000
FAKE	\$193,500
COCAINE COWBOYS	\$244,000
VIVA LA PARRANDA	\$214,000
ANTIGONE	\$68,775
TOTAL	\$932,275
<i>Contingency</i>	\$22,500
TOTAL	\$1,950,000
	\$1,950,000

PROJECTED REVENUE**EARNED INCOME**

Item	Amount
Ticket Sales (4 Theatrical Productions)	\$375,840
Presenting Partnerships/Special Events	\$125,000
City of Miami Beach Management Fee	\$420,000
Theatrical Tour	\$20,000
Concessions	\$8,000
Merchandise	\$2,000
Rental Income	\$70,000
TOTAL	\$1,020,840

CONTRIBUTED INCOME

Item	Amount
Individual Donations	\$104,060
Board Dues	\$80,000
Corporate Sponsors	\$150,000
Special Event	\$35,000
Memberships	\$50,000
Foundations	\$250,000
TOTAL	\$669,060

GOVERNMENT GRANTS

Item	Amount
City of Miami Beach CAC	\$25,000
City of Miami Beach Utility Reimbursement	\$80,000
Miami-Dade County ADV	\$105,000
Miami-Dade County TARG	\$35,000
Miami-Dade County TDC	\$13,500
State of Florida	\$1,600
TOTAL	\$260,100

Total Contributed + Govt Grants \$ 929,160.00

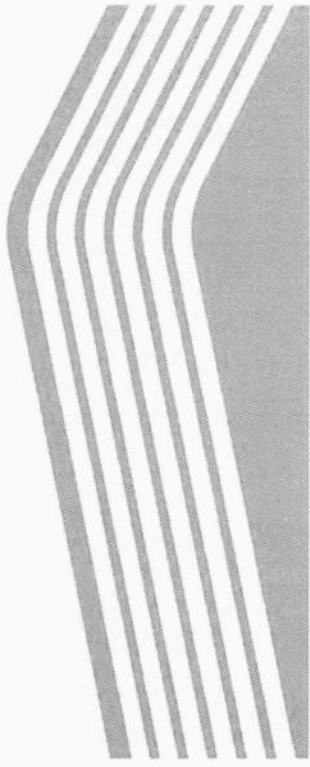
TOTAL PROJECTED REVENUE \$ 1,950,000.00



Miami New Drama
Operating Budget and Projections
2015-2023

ACTUALS (990)		PROJECTIONS									
		2-Year Management Agreement				5-Year Extension					
		Prior Year (2016-2017)	Budgeted Current Year (2017-2018)	Current Year Updated (Quarter 3) (2017-2018)	Next Year (2018-2019)	Year 2 (2019-2020)	Year 3 (2020-2021)	Year 4 (2021-2022)	Year 5 (2022-2023)		
Revenue	Contributions and grants	171,471.	291,249.	822,000.	825,000.	924,000.	1,050,000.	1,148,000.	1,200,000.		
	Program service revenue	179,296.	747,027.	928,000.	1,125,000.	1,276,000.	1,450,000.	1,652,000.	1,800,000.		
	Investment income	75.									
	Total revenue	\$350,842	\$1,038,276	\$1,750,000	\$1,950,000	\$2,200,000	\$2,500,000	\$2,800,000	\$3,000,000		
	Salaries, other compensation, employee benefits	213,235.	313,583.	1,079,090.	856,773.	946,000.	1,075,000.	1,204,000.	1,290,000.		
Expenses	Professional fundraising expenses										
	Total fundraising expenses		6,157.	18,000.	20,000.	22,000.	25,000.	28,000.	30,000.		
	Other expenses	121,901.	728,169.	652,910.	1,093,227.	1,232,000.	1,400,000.	1,568,000.	1,680,000.		
	Total expenses	\$335,136	\$1,041,752	\$1,750,000	\$1,950,000	\$2,200,000	\$2,500,000	\$2,800,000	\$3,000,000		
	Revenue less expenses	15,706.	-3,476.								

*if you go to print this, it looks best if you set the margins to "narrow" and "fit to width"



**COLONY
THEATRE**

MIAMI

NEW

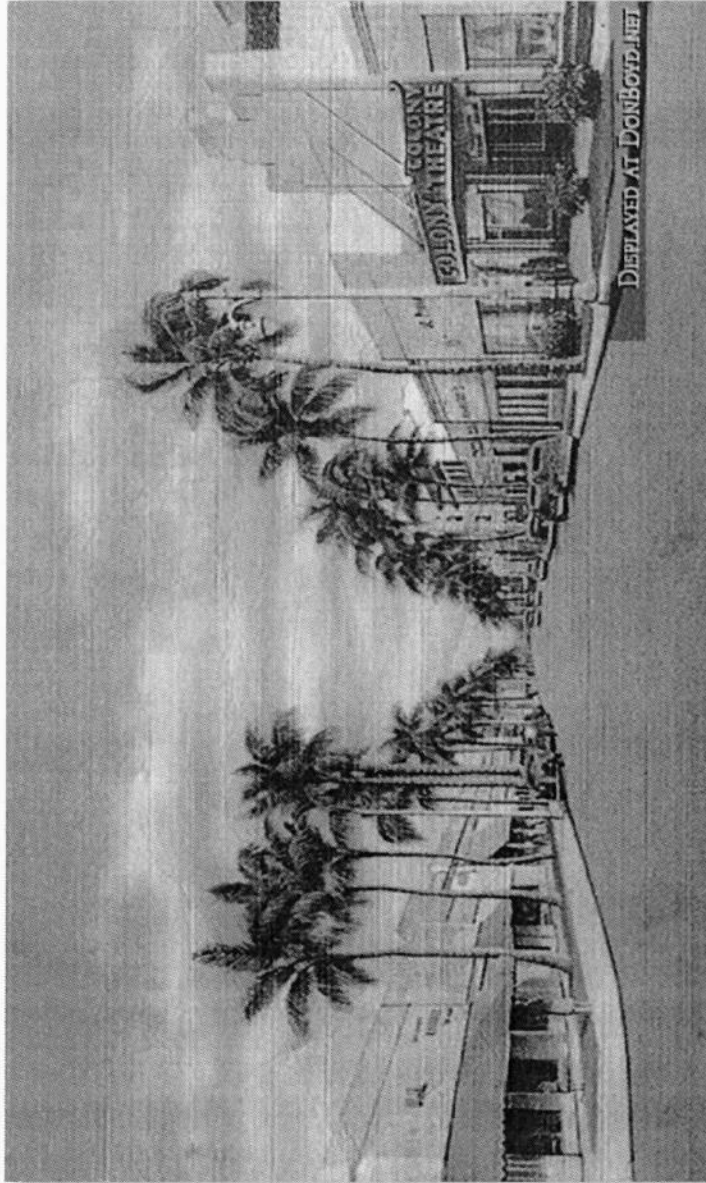
DRAMA



MIND

MIAMI BEACH

HISTORIC COLONY THEATRE



Colony Theatre

opens

January 25th, 1935

“The Colony theater will be as modern as tomorrow”

WEEK BEGINNING JANUARY 25, 1935

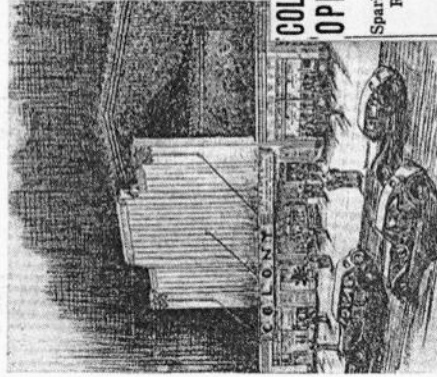
NOW --

THE NEW RENDEZVOUS FOR ENTERTAINMENT LOVERS!

THE COLONY

SPARKS' WONDER THEATRE

LINCOLN ROAD
MIAMI BEACH



COLONY THEATRE OPENS TONIGHT

Sparks House on Lincoln
Road Built at Cost
of \$150,000

The new Colony theater, Lincoln road, Miami Beach, opens to the public tonight. Though not the first of its kind in the city, it is the chain of Florida theaters operated by E. J. Sparks.

Constructed at an estimated cost of \$150,000, the new theater is equipped with the latest in motion picture equipment, elaborate cooling system, and lavish appointments, the most complete in any Miami playhouse in Greater Miami.

Nor does the inclusion of the many comforts and conveniences of the Sparks House make the Colony any less a theater. The management of patrons seeking the best in motion picture entertainment is able to offer. Continuous theaters, including the largest and the most modern in the city, are being modeled to meet the demand for second pictures, but the Colony, with its new picture, is a complete theater in itself. It is a complete theater in itself, beginning as a taking picture

The Colony theater will be as modern as tomorrow. Its operators, Sparks and Sparks, are to announce the opening of the new theater, which features the new movie retained. The new theater combines the old and the new, and is a complete theater in itself. It is a complete theater in itself, beginning as a taking picture

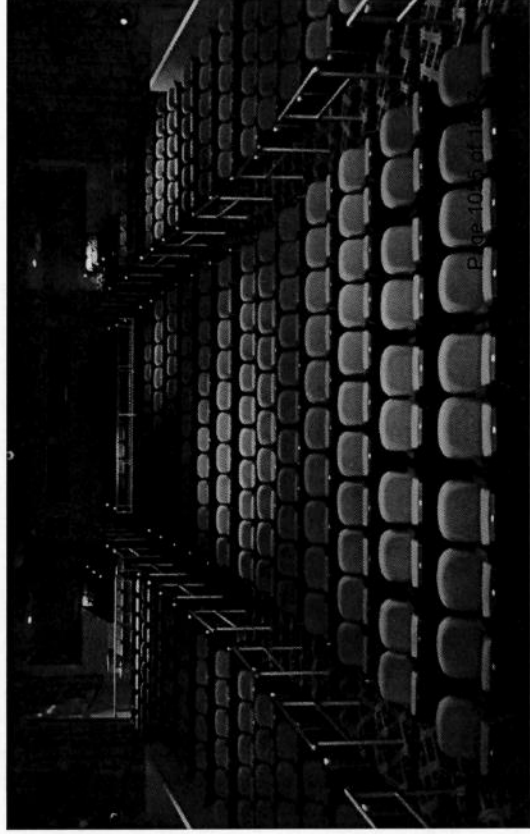
are the keynotes, the atmosphere of the theater. The atmosphere is a complete theater in itself. It is a complete theater in itself, beginning as a taking picture

The Colony theater will be as modern as tomorrow. Its operators, Sparks and Sparks, are to announce the opening of the new theater, which features the new movie retained. The new theater combines the old and the new, and is a complete theater in itself. It is a complete theater in itself, beginning as a taking picture

COLONY THEATRE RECENT HISTORY



\$6 Million
2006 Renovation by
The City of Miami Beach



Under Spectra Management

Rental venue (2008-2016)

30-40 events per year

House dark 80% year

Consistent complaints to the city

Inconsistent maintenance of facility

MIAMI NEW DRAMA

PRESENTS THE GOLEM OF HAVANA

JANUARY-FEBRUARY 2016

- 5 week SOLD OUT run
- 6,500 attendees
- Highest grossing show at The Colony Theatre in recent history

CRITICS LOVE IT. SO WILL YOU!

FUNNY, SMART AND ABSOLUTELY COCKEYED
—*THE NEW YORK TIMES*

PROVOCATIVE, INTELLIGENT, TOP-NOTCH MUSICAL THEATRE—IT'S THE BEST OF BOTH WORLDS, SERVED UP IN A LIGHT, SWEET, AND DELICIOUSLY COOKED DISH.
—*THE NEW YORK TIMES*

THE GOLEM OF HAVANA

A NEW MUSICAL
AFTER TWO SOLD OUT RUNS OFF-BROADWAY AND THE DEBUTS OF THE GOLEM OF HAVANA FINALLY COMES HOME TO THE COLONY THEATRE
—*THE NEW YORK TIMES*

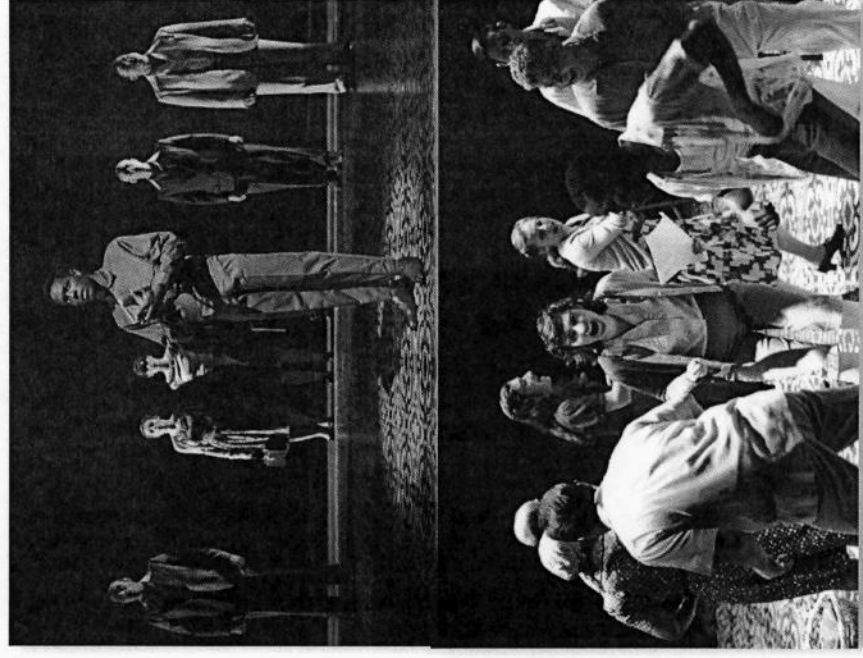
FROM JANUARY 14TH TO FEBRUARY 7TH
THU—SAT 8PM
SUN 3PM

GET TICKETS
WWW.MIAMINEWDRAMA.ORG
BOX OFFICE

MIAMI NEW DRAMA

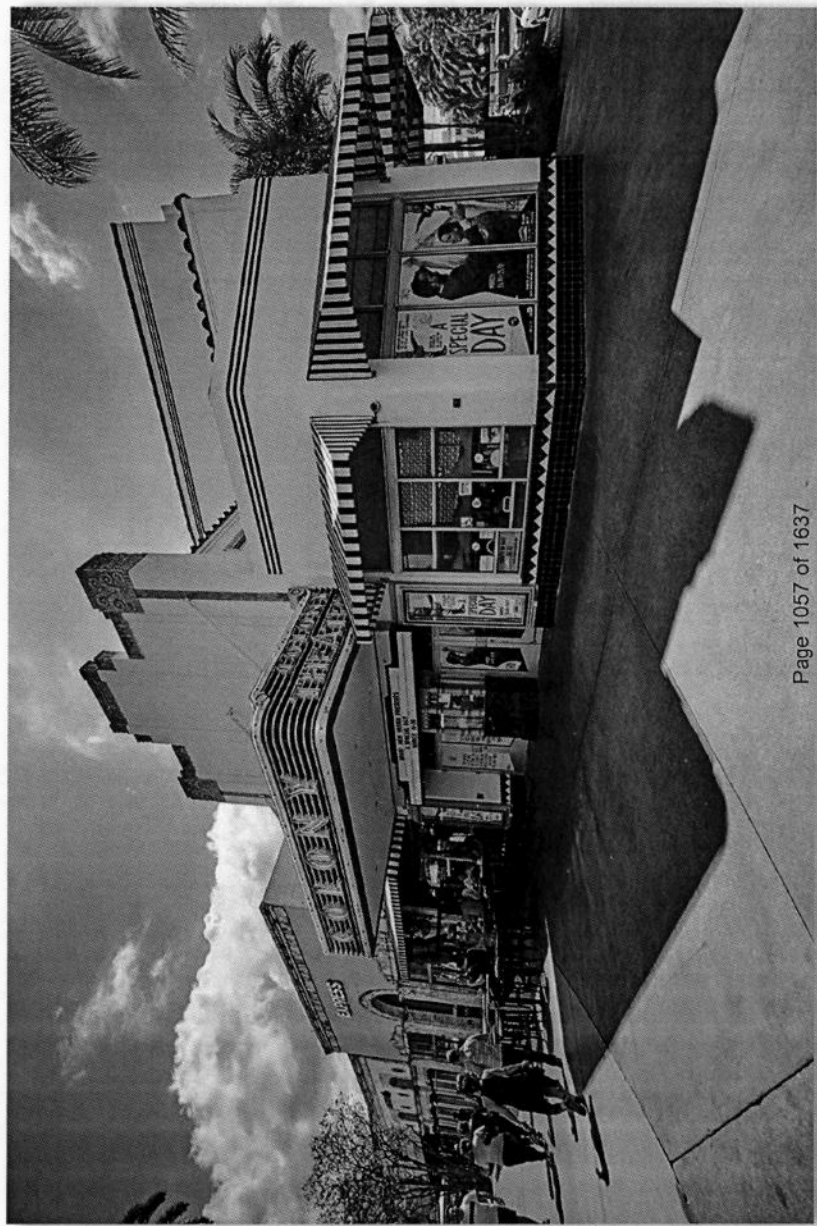
**BOOK BY STEVEN LEVINE
LIVES BY LEN SCHIFF
DREAM DIRECTOR BY MICHEL HERSHORN**

20% OFF WITH CODE: FUNDAPR20
—*MIAMI NEW DRAMA*



CITY OF MIAMI BEACH APPOINTS MIAMI NEW DRAMA

AS RESIDENT COMPANY OF THE COLONY THEATRE FOR A TWO-YEAR TRIAL PERIOD



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Annual Agreement Terms 2016-2018

-  30,000 Attendees
-  75 Events
-  Quarterly report
- 
 - \$170,000
Operating Contribution
 - \$80,000
Utility Reimbursement

OUR LEADERSHIP



Michel Hausmann
Artistic Director, Co-Founder



Moisés Kaufman
Artistic Associate, Co-Founder



Olga C. Granda
Executive Director



Lisa Dozier King
Executive Producer



Claudia Urdaneta
Theater Manager



Steven Nunez
Productions & Operations Manager

BOARD OF DIRECTORS

Non-Voting

DAVID MICHAEL SCHARLIN, Chair

STEVEN BANDEL, Vice Chair

ALEXANDER GALSKY, Treasurer

Yael MULLER, Secretary

EVAN FANCHER

GARY FARMER

MARLENE GREEN

MICHEL HAUSMANN

MOISES KAUFMAN

HELENE LINDENFELD

MARTIN LINDENFELD

JANET MELK

CHARLES MILLION

EDUARDO MULLER

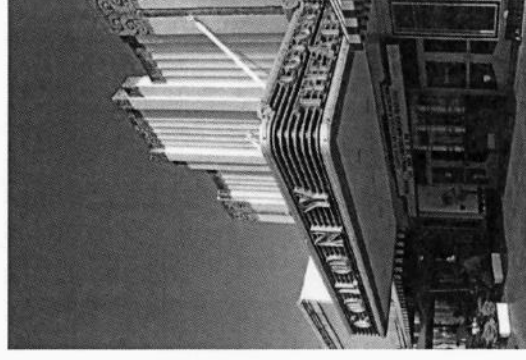
ENRIQUE NORTEN

AMY SCHARLIN

DAVID SCHRADER

BRANDI REDDICK

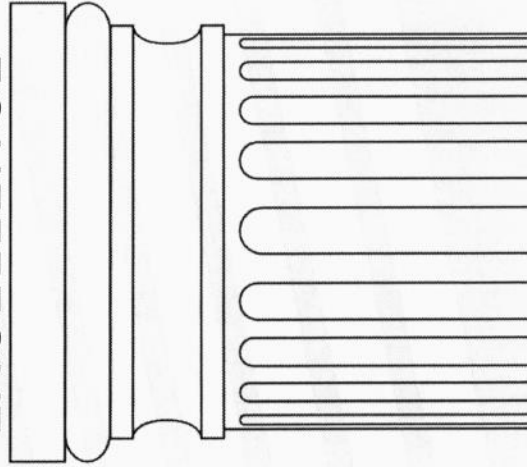
OLGA GRANDA



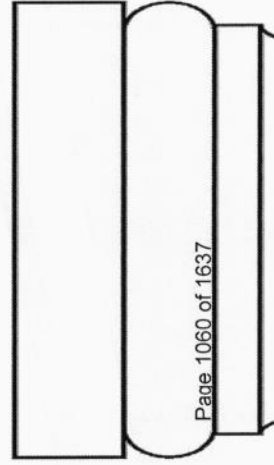
OUR MISSION

Founded by playwright and director, Michel Hausmann, and National Medal of the Arts winner, Moisés Kaufman, Miami New Drama is a producing organization committed to artistic excellence and groundbreaking work unique to this diverse and extraordinary city, with a vision of theater as a powerful vehicle for social change.

EXCELLENCE

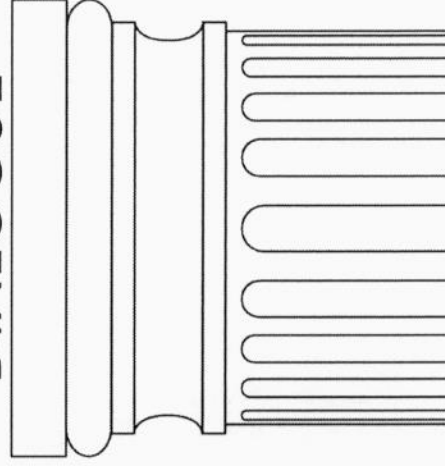


DIVERSITY

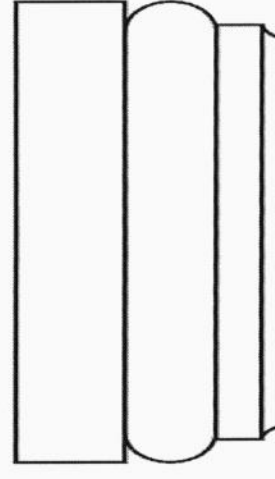


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DIALOGUE



TRANSFORMATION

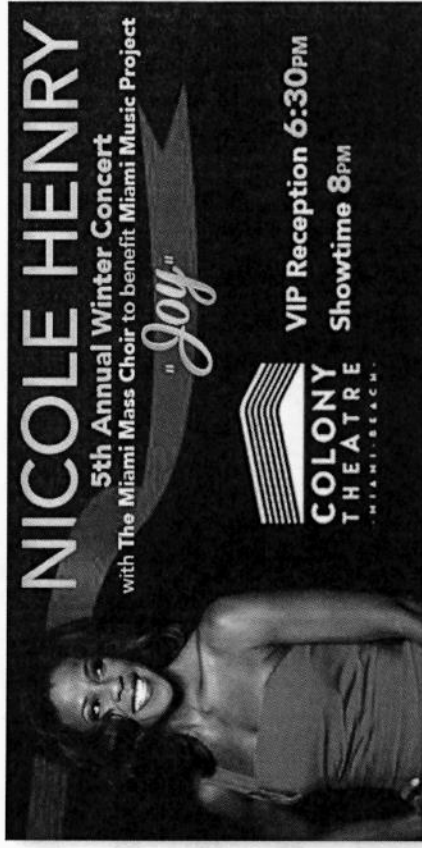
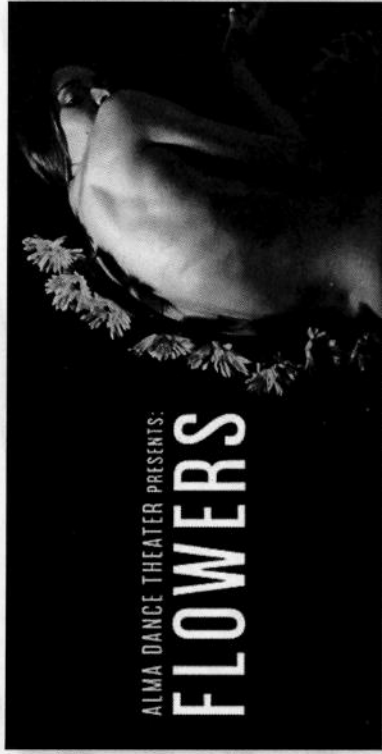
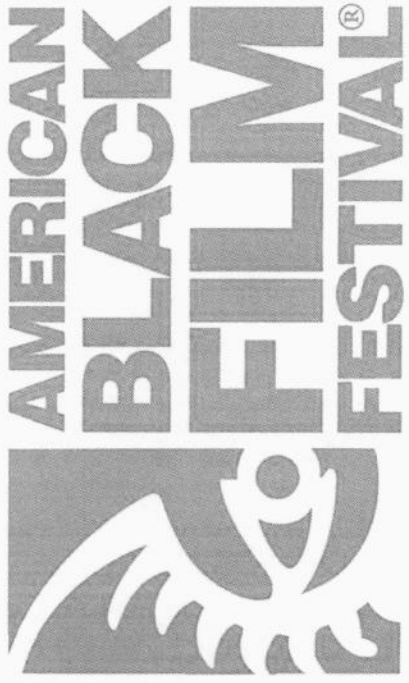


MIAMI NEW DRAMA PRODUCTIONS 2017-2018



Every production offered free performances and discounted tickets to the community.

COMMUNITY PROGRAMMING



The Colony Theatre has remained home for numerous non-profits and local festivals.

MILESTONES & ACCOLADES



2 Knight Arts Challenge Grants

Michel Hausmann accepts the Knight Arts Challenge awards with \$150,000 grants for each.



Premier of *Moonlight*

The cast celebrates the premiere of the Oscar winner for Best Picture, *Moonlight* in their hometown at The Colony Theatre.

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Tappan Wilder, The Wilder Family

Nephew of American playwright and three time Pulitzer Prize winner Thornton Wilder speaks to students before a presentation of *Our Town*.



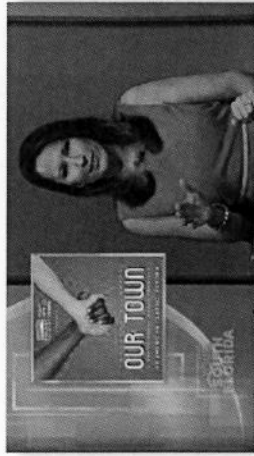
5 Proclamations

The Mayor and Commissioners of the City of Miami Beach have presented Miami New Drama with five proclamations.

MIAMI NEW DRAMA IN THE PRESS

The New York Times

Knight Foundation Helps Drive Miami Art Scene



"unites audiences from a range of backgrounds."

-Miami New Times



NEWS

Theater that reflects a changing America? Venezuelan Michel Hausmann is doing it in Miami

"We need to be a theater that creates work for a multilingual, diverse audience. We need to be a theater that creates work for a multilingual, diverse audience. We need to be a theater that creates work for a multilingual, diverse audience."

The Washington Post

MORE THAN
100
HITS IN THE PRESS!

The New York Times

"a Miami production [of *Our Town*] this fall will feature characters speaking in English, Spanish and Creole."



North Lopez Holden is Emily and Yusef Khatami is the stage manager in the Royal Exchange Theater production of "Our Town." Stephen King

of 1637

Miami Herald



Betsy Graver's Julie is a fantasy with Rudi Gobler's John in Miami New Drama's "Queen of Basel" at the Colony Theatre. STIAN ROENNING

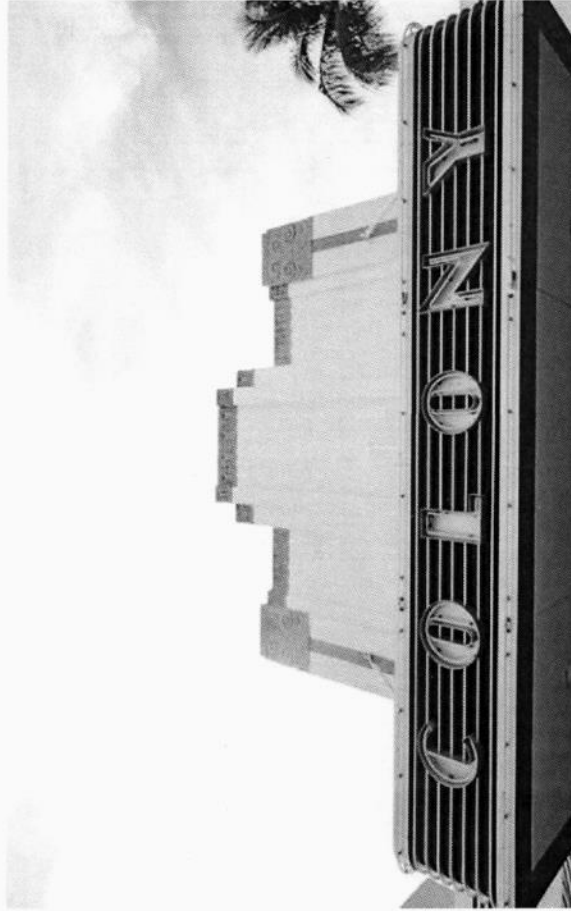
PERFORMING ARTS

'Queen of Basel' a modern Miami take on the 19th-century Swedish 'Miss Julie'

MIAMI NEW TIMES: BEST OF MIAMI 2018

BEST THEATER FOR DRAMA
Colony Theatre

BEST ACTOR
Pierre Jean Gonzalez



2017 Winner:

BEST THEATER FOR DRAMA
Adrienne Arsht Center for the Performing Arts

MIAMI NEW DRAMA'S DIRECT ECONOMIC IMPACT 2016-2018 (24 MONTHS)

\$19.5
Million

$\$500,000 \times 39 = \19.5 M

Miami New Drama leveraged each dollar of grant funding invested by the City of Miami Beach into \$39 of economic impact.

\$3.2
Million

$\$53.51 \times 30,000 \text{ attendees} = \1.6 Million/year

On average a theater patron will spend \$53.51 per person, per event, beyond the cost of admission, on meals, parking, etc on Lincoln Road.

200+
Jobs

Miami New Drama has employed over 200 full time, part time, or independent contractors, during our two-year period at the Colony Theatre.

300+
Hotel
nights

Miami New Drama has booked over 300 nights at Miami Beach hotels in order to house our visiting artists.

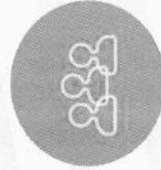
MIAMI NEW DRAMA KEY PERFORMANCE INDICATORS

	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept
# events	12	31	44	51	49	34	53	35	49	7,210	10,000	8,000
# attendees	2,491	6,683	10,071	7,447*	7,957	7,210	10,000	8,000	8,000	8,000	8,000	8,000

*Spectra Contract

*Hurricane Irma

2016-2018 Total Event Attendance



57,368 Attendees



346 Events

Page 1067 of 1637

Budget FY 2017-2018



SPONSORS AND COMMUNITY PARTNERS

CITIZENS INTERESTED IN ARTS
KEEPING ARTS ALIVE IN SOUTH FLORIDA



KF KNIGHT FOUNDATION



MIAMI DESIGN DISTRICT

MONDRIAN
SOUTH BEACH

MENIN | HOSPITALITY



H&W



THE NEW TROPIC

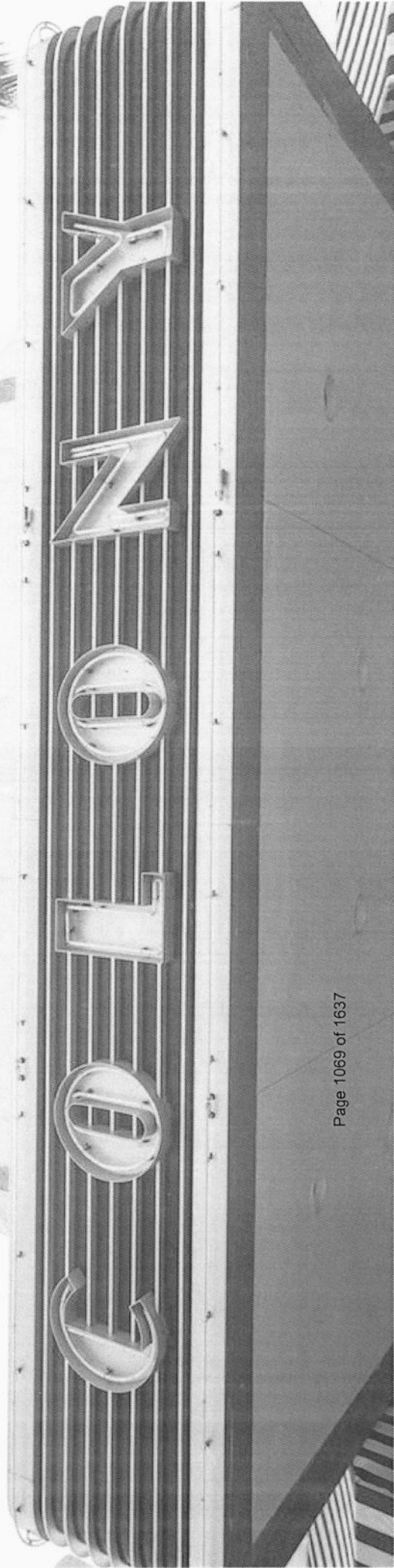
Miami Herald
MEDIA COMPANY

AVANTI WAY
REAL ESTATE GROUP

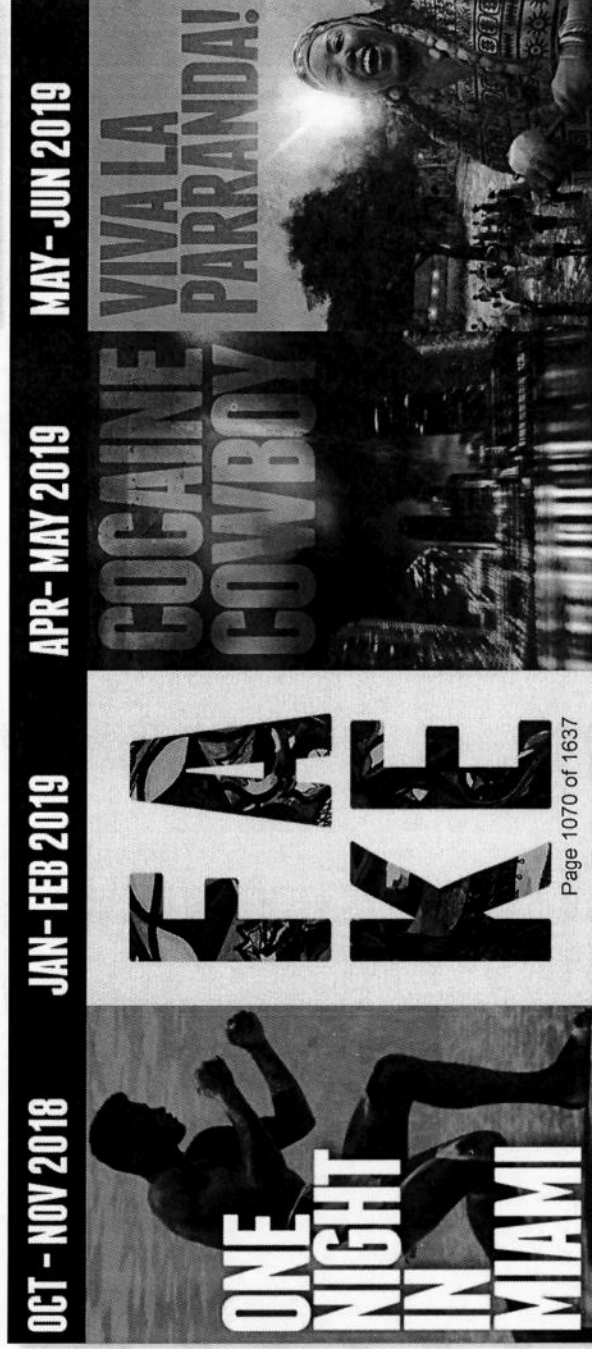
RJ HEISENBOTTLE
ARCHITECTS

AMAZON
print | web & media | technology |

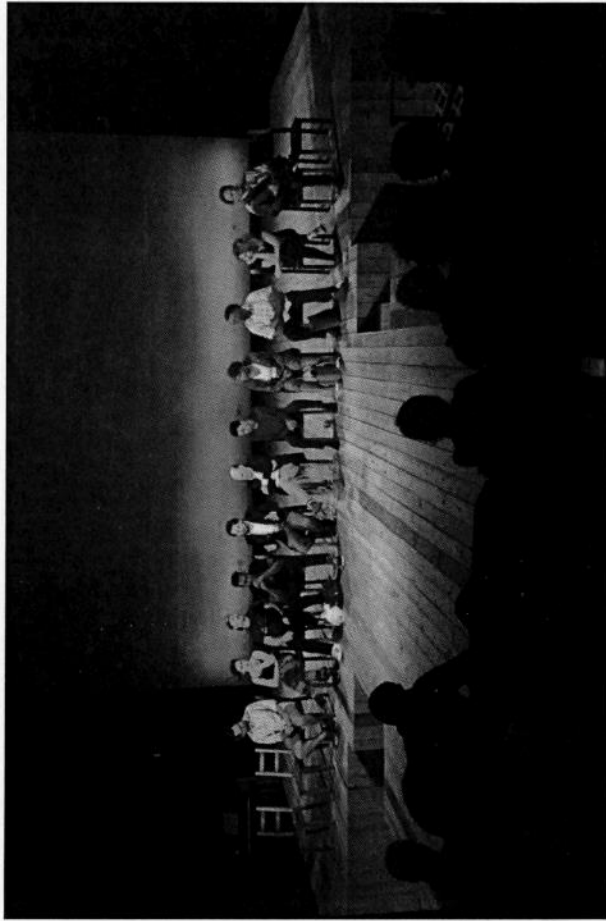
Looking towards the future....



2018-2019 SEASON: EXTRAORDINARY STORIES FOR AN EXTRAORDINARY CITY



DEVELOPMENT OF NEW EDUCATION DIVISION



Educational programs for each of our productions



A traveling play for schools & senior centers

A SUMMER CAMP FOR CHILDREN THAT WILL LEAVE A MARK!

DANCING - ACTING - SINGING
BEATBOXING - PAINTING

A fun and creative camp for aspiring artists, led by professionals! This unique three-week summer camp at the Colony Theatre on Lincoln Road will combine lessons in acting for musicals, hip-hop and breakdancing, singing, beatboxing, percussion and painting to create an unforgettable experience for participating children. All of the educational activities will culminate in a show with participants taking the stage to premiere an exciting new production!

THREE-WEEK SESSION ONLY
JUNE 11-29, 2018
Monday - Friday, 9am - 3pm,
early drop-off 8am
AGES 8 - 12

FEE: \$750
REGISTER NOW! WWW.COLONY.ORG

FOR MORE INFORMATION,
PLEASE CONTACT:
CAMP@MIAMINEWDrama.ORG
OR CALL 305-474-1040

Children's workshops & camps

SUPPORT OUR FUTURE IN MIAMI BEACH

MIAMI NEW DRAMA REQUESTS:

5 year Lease Extension

- \$420,000 Operating Contribution
- \$80,000 Utilities Reimbursement
- CPI Increases



150 events / year



35,000 attendees / year

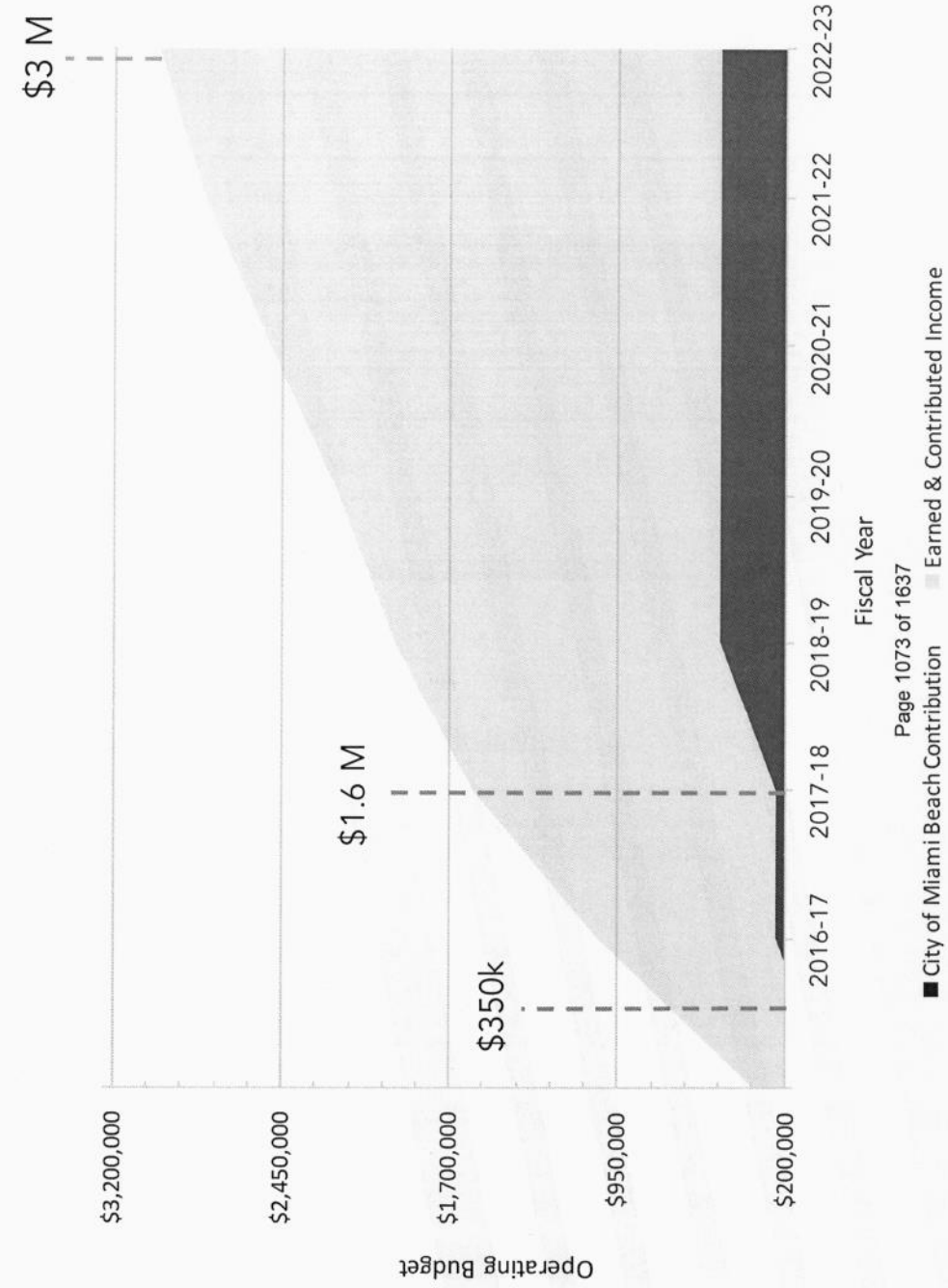


Development of Education Division



Biannual report

5 YEAR OPERATING BUDGET PROJECTION



COMPARATIVE CASE STUDIES

Seminole Theatre
(420 seats)
Homestead, FL

*exclusively a rental venue

\$380,000

Operating Budget

\$380,000

City Contribution

2 full-time
10 part-time



[A]

Sandrell Rivers Theatre
(200 seats)
Miami, FL

\$917,000

Operating Budget

\$400,000

County Contribution

10 full-time
20-30 part-time



[B]

Bass Museum of Art
Miami Beach, FL

\$3,168,000

Operating Budget

\$651,000+

City Contribution

18 full-time
3-10 part-time



[C]

MIAMI NEW DRAMA'S PROPOSED PUBLIC BENEFIT ANNUALLY

\$19.5
Million

$\$500,000 \times 39 = \19.5 M

Miami New Drama will leverage each dollar of funding invested by the City of Miami Beach into \$39 of economic impact.

\$1.87
Million

$\$53.51 \times 35,000 \text{ attendees} =$
\$1.87 Million/year

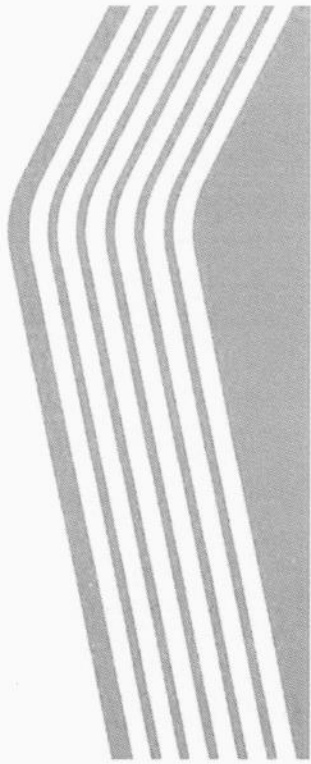
On average a theater patron will spend \$53.51 per person, per event, beyond the cost of admission, on meals, parking, etc. on Lincoln Road.

8000+
students
impacted

Miami New Drama will reach over 8000 students through lectures, touring productions, field trips, and workshops each year.

1000+
tickets

Miami New Drama will provide over 1000 free or discounted tickets to the community, including seniors and veterans, each year.



**COLONY
THEATRE**

**MIAMI
NEW
DRAMA**



1040 Lincoln Road
Miami Beach, FL 33139

www.colony.org

Michel Hausmann
Artistic Director
(305) 414-1121

michel@miaminewdrama.org

Olga C. Granda
Executive Director
(305) 674-1040
olga@miaminewdrama.org

Appendix

[A] Seminole Theatre

18 N Krome Ave, Homestead, FL 33030

<https://www.cityofhomestead.com/DocumentCenter/View/2309/FY-2018-Adopted-Budget-Book?bidId=>

Parks, Recreation & Facility Maintenance Department

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL EXPENSES FY 2016	ADOPTED BUDGET FY 2017	ADJUSTED BUDGET FY 2017	ADOPTED BUDGET FY 2018
SEMINOLE THEATRE					
001-6150-572.31-30	SPECIAL DEPARTMENTAL SUPPLIE \$	1,966	\$ 5,000	\$ 5,000	\$ 5,000
001-6150-572.33-20	MANAGEMENT/CONSULT FEES	215,000	230,000	230,000	250,000
001-6150-572.34-36	PROPERTY/BLDG INSURANCE	48,601	44,158	44,158	34,301
001-6150-572.34-51	ELECTRICITY CHARGES	35,421	60,000	60,000	40,000
001-6150-572.34-53	WATER/SEWER CHARGES	1,314	3,000	3,000	3,000
001-6150-572.34-54	GARBAGE CHARGES	1,491	3,000	3,000	3,000
001-6150-572.34-55	TELEPHONE CHARGES	4,086	4,600	4,600	4,600
001-6150-572.34-58	STORMWATER CHARGES	930	1,000	1,000	1,000
001-6150-572.35-10	BUILDING REPAIRS & MAINTENANC	1,350	10,000	22,500	17,500
001-6150-572.35-30	EQUIPMENT REPAIRS & MAINTENA	3,255	0	0	0
001-6150-572.35-60	MAINT. CONTRACTS & LICENS	8,836	17,699	17,699	17,699
001-6150-572.60-25	BUILDING IMPROVEMENTS	2,815	0	0	0
TOTAL SEMINOLE THEATRE		\$ 325,065	\$ 378,457	\$ 390,957	\$ 376,100

[B] Sandrell Rivers Theatre (Fantasy Theatre Factory)

6103 NW 7th Ave, Miami, FL 33127

[https://d36ff89f97eddeae95d-](https://d36ff89f97eddeae95d-4a6d7498c2822f0d4f092500bd8afae4.ssl.cf1.rackcdn.com/Uploads/client_id_159882_upload_1508016694.6339.pdf)

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[upload_1508016694.6339.pdf](https://d36ff89f97eddeae95d-4a6d7498c2822f0d4f092500bd8afae4.ssl.cf1.rackcdn.com/Uploads/client_id_159882_upload_1508016694.6339.pdf)

Fantasy Theatre Factory Consolidated Operating Budget Projection 2017-18	
Personnel Expenses	Expense Projection (FY 17-18)
Executive Artistic Director (Salaried F/T) Larry Fields	\$70,000
Theater Manager/Scheduling Director (Salaried, F/T) Evelyn Sullivan	\$55,000
Financial Director (Hourly, F/T) Clara Arango	\$52,500
Marketing Director (Hourly, F/T) Alex Machado	\$31,200
Outside Artists (Outside Contractor NOT Subject to Taxes)	\$68,000
Outside Tech (Outside Contractor NOT Subject to Taxes)	\$7,500
Production/Facility Manager (Salaried F/T) Rommel Arellan Marinas	\$42,000
Production Assistant (Hourly, P/T) Paula Mackie	\$18,096
Production Assistant (Hourly, P/T) OPEN POSITION	\$18,096
Technical Director (Hourly, F/T) Kenyatta DeShazor	\$50,000
Scheduling Assistant Jesus Vazquez	\$31,200
Security (Outside Contractor NOT Subject to Taxes, F/T) Otto Cintra	\$35,000
Custodian (Hourly F/T) Francia Franco	\$24,960
Office/Box Office Manager (Hourly, F/T) Patricia Morales	\$31,200
Outside Additional Stagehands & Maintenance Workers as Needed (Outside Contractor NOT Subject to Taxes)	\$12,000
Staffing for M Ensemble Productions (House Manager, Box Office Manager, Box Office Assistant, Tech Director, Security, Janitorial)	\$23,520
Employee Health Benefits (F/T)	\$12,210
Employee taxes (SS, Medicare)	\$34,255
Personnel Total:	\$616,737
Recurring Annual Expenses	Expense Projection (FY 17-18)
Utilities - FPL	\$65,000
Utilities - Water & Sewer	\$4,500
Garbage/Recycling	\$5,500
Elevator Maintenance	\$3,000
Fire Alarm Monitoring	\$5,000
Fire Alarm Testing and Certification	\$1,600
Burglar Alarm Monitoring	\$1,000
HVAC Maintenance	\$7,000
IT Services	\$5,000
Wi-Fi Bandwidth/Internet/Phones	\$12,000
Office Supplies	\$3,000
Bulb Replacement	\$4,000
Cleaning/Maintenance Supplies	\$12,500
Misc. Costs and Expenses	\$14,000
Property Insurance	\$15,000
Garage Maintenance and Repair	\$2,500
Concessions	\$2,000

Merchant Processing Fees	\$2,000
General Commercial Liability	\$5,500
Commercial Auto Ins	\$6,500
Workers Comp	\$6,500
Travel Exp	\$25,000
Food, Lodging	\$5,000
Marketing Expense (printing, web, social media, etc.)	\$20,000
Theater Supplies	\$15,000
Production Rental (outside theaters for fieldtrips)	\$5,500
Accounting	\$16,000
Other Production Expense	\$22,341
Unemployment Tax	\$4,000
Non Profit Directors & Officers Insurance	\$1,000
Bond Renewal	\$1,300
Interest on Ford Van	\$80
Postage	\$2,000
Reoccurring Expense Total	\$300,321
Total Projected Company Expenses (FY17-18)	\$917,058
Income	Income Projection (FY 17-18)
Theater Rentals	\$24,319
Concessions Sales	\$4,000
Facility Fees	\$3,500
M Ensemble Reimbursement of Direct Costs for Productions	\$23,520
FTF Program Admissions at SRT	\$20,000
CUA Facility Grant	\$400,000
Community Events	\$90,000
In-School	\$52,500
Interest Income	\$612
Miami-Dade YAM Grant	\$90,000
Broward County RINV Grant	\$12,800
State of Florida Gen Sup Grant	\$14,807
Miami Beach Grant	\$19,000
Broward County CAEP Grant	\$4,500
Jim Moran Foundation	\$57,500
Miami-Dade DERM	\$45,000
Funding Arts Broward	\$10,000
Admissions FTF Outside Fieldtrips	\$25,000
Fiscal Agent Fees	\$20,000
Total Projected Company Income:	\$917,058
Total Profit/Loss:	\$0

[C] Bass Museum of Art
2100 Collins Ave, Miami Beach, FL 33139

<https://miamibeach.novusagenda.com/agendapublic/CoverSheet.aspx?ItemID=6615&MeetingID=430>

Administrative Costs	\$ 206,210
Facilities Costs	\$ 256,500
Permanent Collection Costs	\$ 180,290
Marketing Costs	\$ 8,000
Total	\$ 651,000



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 1, 2017

DAVID MICHAEL SCHARLIN
2627 S. BAYSHORE DR. #1902
MIAMI, FL 33133

Re: Document Number N14000005493

The Articles of Amendment to the Articles of Incorporation for MIAMI THEATER HUB, INC. which changed its name to MIAMI NEW DRAMA, INC., a Florida corporation, were filed on August 29, 2017.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 517A00018166

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on August 29, 2017, to Articles of Incorporation for MIAMI THEATER HUB, INC. which changed its name to MIAMI NEW DRAMA, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N14000005493.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
First day of September, 2017



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

Corporation
of

Corporation as currently filed with the Florida Dept. of State)

(Document Number of Corporation (if known))

According to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Miami New Drama, Inc.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

N/A

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

N/A

N/A

New Registered Office Address:

(Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

N/A

Signature of New Registered Agent, if changing

Please note the officer/director title by the first letter of the office title.

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change	<u>PT</u>	<u>John Doe</u>
☒ Remove	<u>V</u>	<u>Mike Jones</u>
☒ Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) ☐ Change	<u>C</u>	<u>David Michael Scharlin</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
2) ☒ Change	<u>CEO</u>	<u>Michel Hausmann</u>	<u>1040 Lincoln Rd.</u>
☐ Add			
☐ Remove			<u>Miami Beach, FL 33139</u>
3) ☐ Change	<u>VC</u>	<u>Steven Bandel</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
4) ☐ Change	<u>T</u>	<u>Alexander Galsky</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
5) ☐ Change	<u>S</u>	<u>Olga Granda</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
6) ☐ Change	<u>D</u>	<u>Gary Farmer</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>

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Example:

☒ Change	<u>PT</u>	<u>John Doe</u>
☒ Remove	<u>V</u>	<u>Mike Jones</u>
☒ Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
7) ☒ Change	<u>D</u>	<u>Moises Kaufman</u>	<u>c/o Florencia Jimenez-Marcos</u>
☐ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
8) ☐ Change	<u>D</u>	<u>Helene Lindenfeld</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
9) ☐ Change	<u>D</u>	<u>Martin Lindenfeld</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
10) ☐ Change	<u>D</u>	<u>Eduardo Muller</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
11) ☐ Change	<u>D</u>	<u>Yael Muller</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
12) ☐ Change	<u>D</u>	<u>Enrique Norten</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>

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Example:

☒ Change	<u>PT</u>	<u>John Doe</u>
☒ Remove	<u>V</u>	<u>Mike Jones</u>
☒ Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
13) ☐ Change	<u>D</u>	<u>Amy Scharlin</u>	<u>c/o Florencia Jimenez-Marcos</u>
☒ Add			<u>1040 Lincoln Rd.</u>
☐ Remove			<u>Miami Beach, FL 33139</u>
☐ Change		<u>N/A</u>	
☐ Add			
☐ Remove			
☐ Change		<u>N/A</u>	
☐ Add			
☐ Remove			
☐ Change		<u>N/A</u>	
☐ Add			
☐ Remove			
☐ Change		<u>N/A</u>	
☐ Add			
☐ Remove			
☐ Change		<u>N/A</u>	
☐ Add			
☐ Remove			

NA

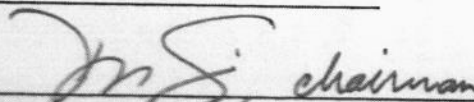
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated August 22, 2017

Signature

 chairman
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

David Michael Scharlin

(Typed or printed name of person signing)

Chairman

(Title of person signing)