



DDB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the April 13, 2022 Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. Approval of March 23, 2022 – Downtown Development Board Meeting
4. Public Comment
5. New Business
 - a. IPW – Destination Downtown Orlando – Kelly Allen, Marketing and Communications Manager
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
David Swanson
Eugene Jones
Kimberly Stewart

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: April 13, 2022

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for April 13, 2022.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the March 23, 2022 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:**New Business:**

a. IPW – Destination Downtown Orlando – Kelly Allen, Marketing and Communications Manager

U.S. Travel Association's IPW is the leading international inbound travel trade show, with past IPWs driving \$5.5 billion in future travel to the United States and securing America's position as a foremost global travel destination. Held in a different U.S. city each year, IPW will Bring the World to America® in Orlando, June 4-8, 2022 and will continue to rebuild the global travel industry, providing a cost-effective, in-person platform to conduct business and renew relationships around the world.

At IPW, travel buyers (including international tour operators, wholesalers and receptive operators) meet face-to-face with sellers of U.S. travel product (representing accommodations, destinations, attractions, retail, transportation companies and more). Here, they conduct travel business that would otherwise be generated only through an exhaustive number of around-the-world trips.

On the evening of Tuesday, June 7th, the Downtown Development Board seeks to welcome 1,500 – 2,000 IPW attendees to the Dr. Phillips Center for the Performing Arts, with an event named Destination Downtown Orlando. During the event, guests will enjoy live entertainment with performances by local talent, sample from a showcase of downtown Orlando's unique food and beverage scene, and shop local makers.

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



DDB

To produce an event of this magnitude, the DDB seeks to contract to secure the Seneff Arts Plaza and the Steinmetz Hall to provide an unforgettable evening for IPW attendees and to contract for third party entertainment and support for event logistics. The attached agreements with Dr. Phillips Center for the Performing Arts, Inc. (DPC), Memoir Agency, LLC (Memoir), and inPower Events, LLC (inPower) set forth the terms for the provision of such services to DDB. The total estimated costs and fees for DPC production and beverage costs are \$66,750, for inPower for event production and management, including all set-up, décor, food, etc. is \$244,995.70, and for Memoir for entertainment for two 35-40 minute shows within Steinmetz Hall and entertainment within Seneff Arts Plaza is \$261,755.

Destination Downtown Orlando is consistent with the DTOutlook and provides an opportunity to showcase downtown Orlando to global travel buyers, increasing exposure to downtown Orlando. Additionally, it promotes the new opportunities and positive changes to the consumer market. The DTOutlook outlines attending leading industry tradeshows to spread awareness of downtown and its offerings to a variety of audiences.

The DDB will seek sponsors to assist in covering costs for this event.

Staff is requesting that DDB approve the agreements, in substantially the form attached hereto, with Dr. Phillips Center for the Performing Arts, Inc., Memoir Agency, LLC, and inPower Events, LLC; authorize the City's Director of Procurement to execute such agreements in the amounts set forth above, subject to review and approval of the City Attorney's Office; and authorize the Executive Director or his designee to contract for and make additional expenditures of up to \$25,000 per agreement as necessary for any additional costs and expenses under the agreements.

Date of Next Meeting:

The next Downtown Development Board Meeting will be held Wednesday, April 27, 2022 at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

CONTRACT

THIS CONTRACT (“**Contract**”), effective as of the 13th day of April, 2022 (“**Effective Date**”), is made by and between and the **DOWNTOWN DEVELOPMENT BOARD**, a body corporate and an agency of the City of Orlando, Florida, created by Special Act of the Florida Legislature, Chapter 78-810 Laws of Florida codified in Chapter 18 of the Charter of the City of Orlando (“**Act**”), hereinafter referred to as the “**DDB**” and **MEMOIR AGENCY LLC**, a Florida Limited Liability Company, hereinafter referred to as “**Memoir**”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WITNESSETH:

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, DDB desires to have Memoir produce two instances of an audiovisual performance in Steinmetz Hall at the Dr. Phillips Center for the Performing Arts (“**DPAC**”) which will incorporate live instrumental and choral music, dance, and aerialist choreography (the “**Performance**”), and also for Memoir to produce, design, install, and maintain artistic displays and performances in Seneff Arts Plaza at DPAC (the “**Activations**”) on June 7, 2022, in connection with certain events related to the U.S. Travel Association’s IPW 2022 being held in Orlando, Florida between June 4, 2022 and June 8, 2022; and

WHEREAS, under the DDB’s policy and procedure, codified as section 1250.1 of the City’s policies and procedures manual, the Chief Procurement Officer has been authorized by the DDB to serve as the DDB’s principal procurement agent;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE

Memoir is to perform the work as defined in its proposal to the DDB (“**Proposal**”) attached hereto as **Exhibit “A”** and incorporated by this reference (the “**Work**”). In furtherance of the Work to be performed by Memoir, the DDB shall enter into an

agreement with Dr. Phillips Center for the Performing Arts, Inc., (“**DPC Agreement**”) for the use of both Steinmetz Hall and Seneff Arts Plaza at the DPAC, at no cost to Memoir, for the purpose of performing the Work. The DPC Agreement shall provide for access and use of the Hall from 7:00 a.m. on June 6th until 12:00 a.m. on June 8th and the Plaza from 7:00 a.m. on June 6th until 8:00 p.m. on June 8th (“**Event Period**”) to allow Memoir time for set up, preparation, installation, maintenance, and removal of any physical materials related to the Work. In its performance of the Work, Memoir shall comply with the terms of the DPC Agreement and any other terms and conditions of DPAC use applicable to performances within the Hall or on the Plaza. Any changes to the Work from that set forth in Memoir’s Proposal shall require the prior written consent of the DDB’s Executive Director or his designee. Memoir shall lead and manage all creative decision-making related to the execution of the Work, which shall be subject to the approval of the DDB’s Executive Director or his designee. The parties acknowledge that Memoir has contracted with BlueLaLa Entertainment, LLC to serve as Co-Creative Director and Show Director related to the provision of the Services. Although such contract provides for Memoir’s ability to terminate such agreement with or without cause, Memoir agrees to not terminate such agreement without DDB’s prior written approval. Unless otherwise provided in the DPC Agreement, all materials necessary to create the Work shall be provided by Memoir, including all lights, cables, clamps and other equipment for the displays.

A. Change Orders. The DDB may order changes, additions, or modifications without invalidating this Agreement. Any such requested changes (each a “**Change Order**”) must be in writing and signed by Memoir and the DDB, or acceptance acknowledged through email. Memoir shall provide the DDB, in writing, the amount of additional costs or cost reductions resulting from changes ordered. The information regarding cost shall be delivered to the DDB within ten (10) working days of a requested change. Change Orders shall be paid in full upon acceptance of changes by the DDB and shall not otherwise alter the payment terms of this Agreement.

B. Hours for Performances and Activations. The Performances shall be available to the DDB and its invitees and shall occur twice during the evening of June 7,

2022, to be scheduled between 6:00 p.m. and 9:00 p.m., as mutually agreed upon by the DDB and Memoir. The Activations shall be functioning and available to the DDB and its invitees during the evening of June 7, 2022, between 6:00 p.m. and 9:00 p.m.

C. **Engagement of and Coordination with Others.** Memoir's contractual obligations are to only the DDB. In furtherance of its obligation to execute the Work, Memoir will engage third party vendors, performers and other staff ("Subcontractors"), all of whom shall be directed and managed by Memoir. Memoir shall ensure that each Subcontractor complies with the terms of this Contract and the terms of the DPC Agreement, as applicable, including but not limited to compliance with the terms and conditions of DPAC use applicable to performances within the Hall or on the Plaza and the recording thereof. In addition, Memoir will coordinate, as needed, with DPAC in order to perform the necessary and appropriate logistics pertaining to the use of the DPAC venue, specifically to include the execution of the technical elements of the Performances within the DPAC venue.

II. TERM OF CONTRACT

The Contract shall commence as of the Effective Date. Memoir shall complete the Work in accordance with the time frames set forth in the event schedule, attached hereto as Exhibit "B" and incorporated herein by this reference, unless a revised event schedule is approved by the DDB's Executive Director or his designee. The Parties agree that the Performance and Activations shall be made available to the DDB and its invitees on June 7, 2022, and that Memoir shall complete the Work onsite during the Event Period. The Work to be accomplished during the Event Period shall include setup, construction, installation, Performances and Activations, breakdown, removal of materials, and other related activities. Memoir shall remove any displays and all related equipment and materials upon the earlier occurring of the following: on or before 8:00 p.m. June 8, 2022 for the Plaza and 12:00 a.m. June 8, 2022 for the Hall. If Memoir fails to remove any display or other equipment or materials as required, the DDB or DPC shall have the right, but not the obligation to remove such items and dispose of them without liability or

recompense to Memoir.

III. COMPENSATION

Memoir agrees to perform the Work and provide the services and materials for a total fee (“**Fee**”) of Two Hundred Sixty-One Thousand Seven Hundred Fifty-Five Dollars (\$261,755.00), inclusive of all costs for performing the Work including but not limited to all materials, installation costs, removal costs, travel, meetings with staff as requested, and all other related costs, fees, and expenses; provided however that the Fee is not inclusive of any wages, fees, costs, or expenses for stagehands, production staff, technical staff, or other employees or contractors of the DPAC Performing Arts Center used in the production of the Performance and/or the Activations. A proposed event budget (“**Budget**”) is attached as Exhibit “C”.

IV. PAYMENT

Payment shall be made to Memoir by DDB in three (3) installments upon invoice by Memoir, with the first payment of One Hundred Thirty Thousand Eight Hundred Seventy-Seven and 50/100 Dollars (\$130,877.50) shall be payable by DDB as of the Effective Date hereof. Thereafter, two payments of Sixty-Five Thousand Four Hundred Thirty-Eight and 75/100 Dollars (\$65,438.75), shall be payable to Memoir upon completion of load-in, and after the complete removal of all displays, equipment and materials related thereto, or expiration of this Contract, respectively, with the final payment including any additional approved expenditures. All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by DDB. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801, with a copy to DDB, Division Fiscal Manager, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.

V. GENERAL CONDITIONS

A. Copyrights and Licenses

1. Memoir represents that the Work that Memoir will produce is original, is Memoir's alone and will not infringe upon any copyright, trademark, or right of publicity or privacy of any third party to the best of Memoir's knowledge. Memoir shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Memoir shall, at its own expense, hold harmless and defend the DDB and the City against any claim, suit or proceeding brought against the DDB or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement or dilution of any patent, trademark, or copyright of the United States, or that the Work infringes any right of publicity or privacy.

2. Except to the extent otherwise expressly set forth in this Contract, the DDB acknowledges and agree that any and all intellectual property created or provided by Memoir in furtherance of this Contract, including all copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all designs, drawings, specifications, techniques, concepts, renderings, processes, materials, documents, work product and other materials prepared by or on behalf of Memoir in the course of performing the Work hereunder (collectively, the "**Deliverables**") shall be owned exclusively by Memoir in perpetuity. Furthermore, all design drawings, specifications, notes, study models, prototypes, renderings and similar items and materials prepared by Memoir, its employees, consultants or contractors in the performance of Work and design of Deliverables under this Contract, including but not limited the Proposal and all materials and information contained therein or otherwise attached as exhibits or schedules to this Contract or otherwise provided to DDB and any time, are instruments of service for use solely with respect to the Work and Deliverables purchased or licensed in furtherance of this Contract, and

shall remain the sole and exclusive property of Memoir or its assigns, except as otherwise set forth herein. All rights of copyright and all other rights, title and interest to the Deliverables and resulting works and materials produced by Memoir, except with respect to the licenses associated with the specific Works delivered to DDB under this Contract, shall remain vested solely and exclusively in Memoir or its assigns.

3. Notwithstanding the foregoing, the DDB, the CRA, and City shall each have the non-exclusive, fully paid-up, royalty-free right and license to use, photograph, video record, depict, copyright photographs and depictions, publish, distribute, and publicly display the Deliverables and Work and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based on the Work worldwide in all forms of media now known or later developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and educational presentations. Memoir shall also require that any Subcontractor consent in writing to the use of any images, photographs, audio and/or video recordings of Subcontractor and its employees and a grant to DDB, the CRA, and the City of a perpetual irrevocable license for the use of such images and recordings in any medium and for any purpose without further remuneration. The DDB, the CRA, and the City each hereby have permission to identify Memoir by name and use Memoir's image in connection with such use of the Deliverables and Work. Such licenses and rights provided to the DDB, the CRA, and the City are for all uses now existing, or which may exist in the future, including but not limited to the use of the Work for economic development, the promotion of downtown Orlando, and any and all other uses or purposes benefiting the DDB, the CRA, and/or the City.

4. The parties acknowledge and agree that the Performances and Activations being installed as part of the Work are intended to and will be open to the DDB as well as its invitees. Accordingly, Memoir hereby grants those certain invitees a perpetual, non-exclusive, fully paid-up, royalty-free right and license to photograph, depict, copyright photographs and depictions, publish, distribute, and publicly display images (including video) of the displays and to create, use, copy,

reproduce, publish, distribute, and display derivative or other works based upon their images worldwide in all forms of media now known or later developed, including but not limited to on social media.

B. Termination for Default

The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer on behalf of the DDB, in writing, whenever the Chief Procurement Officer shall determine that Memoir has failed to perform the Work within the time specified in the Contract, or if Memoir fails to perform any other provisions of the Contract, in each case only to the extent DDB has provided Memoir written notice of its alleged failure to perform and Memoir has subsequently failed to remedy or cure such breach or nonperformance within a reasonable period of time after receipt of such notice from DDB, provided such breach or failure is capable of being cured.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate this Contract on behalf of the DDB for convenience with no less than three (3) days advance written notice to Memoir.

D. Effect of Termination.

In the event of a termination by the DDB, the DDB shall be liable for the payment of: (i) such portion of the Fee for Work satisfactorily performed; (ii) Memoir's costs to the extent such costs can be substantiated and are non-cancelable or non-refundable; and (iii) payment of a reasonable fee to compensate Memoir for any services performed in furtherance of the Work, as agreed by the parties. Memoir further agrees to undertake reasonable measures to offset costs, including by cancelling engagements with vendors or requesting refunds as applicable; provided however that Memoir shall not be responsible for the outcome of any such measures.

E. Warranty

Memoir warrants that the Work including equipment and materials utilized shall conform to the specifications for the Work set forth in Memoir's Proposal

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. Memoir, and the DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Memoir's or the DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Memoir's or the DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Memoir's or the DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the DDB, subject to the provisions of Section V(C) above.

G. Indemnification and Insurance

1. Indemnity

Memoir hereby agrees to indemnify and hold harmless the DDB, the CRA, and the City, and their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Memoir's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

Prior to commencing and at all times during the performance of the Services, Provider shall maintain Commercial General Liability insurance (personal injury, including bodily injury and property damage) with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence to cover claims, liability and damages arising from Provider and any of its

agents' activities associated with the Services and the Event. Additionally, for the Vendors with contracts in excess of \$10,000 or performing electrical services, Provider shall require the same insurance coverage from such Vendors. The liability policy shall name the Downtown Development Board, Dr. Phillips Center for the Performing Arts ("DPC"), and the City of Orlando and their respective officers, directors, agents, employees and affiliates as Additional Insureds with respect to any claim or cause of action that may arise out of or in connection with the Event. A certificate of insurance evidencing such coverage shall be furnished to the DDB and DPC prior to Provider's first use of the DPC facilities and Provider shall furnish actual policies on demand. All policies shall be endorsed to provide 30 days' notice of cancellation or material change to the DDB and DPC. Provider shall not have any right to occupy the DPC facilities for the Event unless and until the required insurance coverage is in effect.

3. Limitation of Liability. NOTWITHSTANDING ANYTHING SET FORTH IN THIS CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSSES, DAMAGES, CLAIMS, FEES, EXPENSES, CHARGES, PENALTIES, OR OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY EXCEEDS THE AMOUNT OF TWICE THE TOTAL AMOUNT OF FEES DUE TO MEMOIR PURSUANT TO THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT MEMOIR SHALL NOT BE LIABLE FOR ANY DAMAGE TO CITY-OWNED PROPERTY RESULTING FROM ACTIVITIES REASONABLY RELATED TO THE NORMAL AND

ORDINARY PERFORMANCE OF THE WORK AS DESCRIBED
HEREIN, EXCEPT IN THE CASE OF MEMOIR'S RECKLESS OR
INTENTIONAL MISCONDUCT.

H. Acceptance

The DDB will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the DDB's Executive Director or his designee of his satisfaction that the Work is satisfactorily completed.

I. Right to Audit Records

The DDB shall be entitled to audit the books and records of Memoir or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. Memoir and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the DDB. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Familiarity with the Work

Memoir by executing this Contract, acknowledges reasonable understanding of the extent and character of the Work required and the conditions surrounding the performance thereof, in accordance with information provided to Memoir by the DDB. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. Subject to the foregoing condition, it is understood that the execution of this Contract by Memoir serves as its stated commitment to fulfill all the conditions referred to in this Contract.

K. Notices.

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such

other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

DDB : Thomas C. Chatmon, Jr.
Executive Director
Downtown Development Board
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359
Phone: (407) 246-3361

With a Copy to: David Billingsley
Chief Procurement Officer, CPSM, C.P.M.
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32891
Fax: (407) 246-2869
Phone: (407) 246-2368

Memoir: Memoir Agency, LLC
Attn.: Paul F. Bryan, CEO
PO Box 2628
Orlando, FL 32802
Email: paul@memoiragency.com
Phone: (321) 460-0707

With a Copy to: Zimmerman, Kiser & Sutcliffe, P.A.
Attn: David J. Melvin, Esq.
315 East Robinson St.
Suite 600
Orlando, FL 32801
Email: dmelvin@zkslawfirm.com
Phone: (407) 425-7010

Notices shall be either: (1) personally delivered (including delivery by Federal

Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission; or (4) transmitted by email using the email addresses above if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

VI. MISCELLANEOUS PROVISIONS

- A. Memoir shall not employ subcontractors without the advance written permission of the DDB's Executive Director or his designee, which shall not be unreasonably withheld.
- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or designee.
- D. Memoir is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract. The DDB shall provide reasonable assistance in regard

to obtaining such permits, licenses, certificates, and/or approvals that may be required for the Work.

- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Memoir shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Memoir shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF MEMOIR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEMOIR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, PHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Memoir, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of Memoir as the act of the said Memoir.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party

hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.

L. The City's Chief Procurement Officer, the DDB's Executive Director or their written designees shall have authority to act on behalf of the DDB in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder. Any authority granted under this Contract to an identified individual by name or position to act on behalf of the DDB, may also be exercised by the City's Chief Procurement Officer acting independently.

M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.

N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**DOWNTOWN DEVELOPMENT BOARD
OF THE CITY OF ORLANDO, FLORIDA**

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Downtown Development
Board of the City of Orlando, only.

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 20__

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 20__

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

MEMOIR AGENCY, LLC

By: _____
Signature

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____
(name of person acknowledging).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____

EXHIBIT “A”

MEMOIR’S SCOPE PROPOSAL

- **Objective:** Highlight Downtown Orlando as a must-visit destination for every visitor through epic programming and activations for convention attendees.
- **Fee:** \$261,755.00.

This is a general outline of what will be included in the show. Descriptions are provided to give a feel of the breadth of artistic genres and styles. As the creative process evolves, aspects of the show are likely to change to provide compelling transitions, diversity of audience experience and to accommodate for performer availability. But the size and nature of the performance will remain as described below.

Approximately 35-40 min

- **Work to Be Provided:**
 - The 4 Seasons (Approximately 6 minutes)
 - We open with a classical ensemble of 12 musicians
 - They play a familiar classical piece from Vivaldi’s “The Four Seasons.” The lighting is simple, showcasing the ensemble on stage. The venue is dimly lit. The piece highlights the beauty of Steinmetz as an acoustic hall.
 - There are 2 long scrims, one on each side of the stage. Projections, created by a local artist, accompany the classical piece.
 - Aerialist(s) (Approximately 5 minutes)
 - As the piece ends, there is a low bass drop. The lights drop with the sound. An aerialist is spotlighted from the balcony behind as she descends from above (or ascends depending on capability). A band plays, accompanied by the ensemble. The music is now a fusion of contemporary and classical.
 - Dance (Approximately 6 minutes)
 - The aerialist, band, and ensemble are joined by 4 dancers. It’s gritty, raw. The light has changed as well. More theatrical. Hazy.
 - Sax and Soloist (Approximately 7 minutes)
 - As the aerialist and dancers leave stage, a saxophone player, backed by the band, comes onto stage. He transitions us with a roaring solo.
 - A female soloist joins him on stage. We have a soulful, jazz moment.
 - Choir (Approximately 6 minutes)
 - The band finishes. There is a blackout. From the darkness, we hear voices singing. They are all around us. Coming from above. Some light comes

up, and there is a vocal ensemble of 20 singers. They are singing in beautiful harmony.

- Halfway through, a wave of laser light appears and fills the entire room overhead. The color and movement matches the tone and rhythm of the singing.
- Finale (Approximately 6 minutes)
 - This brings back all of the elements in a collective, grand finale. Ensemble, band, aerialist, dancers, sax, soloist, choir, lights and lasers.
- **Seneff Plaza Activations**: Exciting and expansive immersive and interactive engagements on Seneff Plaza, which may include:
 - Unique staging and scaffolding featuring high-energy performers (e.g., dancers and aerialists);
 - Interactive DTO mural;
 - Immersive photo installations;
 - Trick Shot or Drum Line Performers (based on availability); and/or
 - “Streetmosphere” performers (e.g., stilt walkers and tumblers).
- Such work (as described above) shall also necessarily include certain creative, technical, and operational infrastructure to support all programming.

Exhibit B

Memoir Agency Production Schedule

Event	DDB IPW 2022				
Location	Dr. Phillips Center for the Performing Arts				
Event Spaces	Seneff Arts Plaza & Steinmetz Hall				
Prep / install dates	Monday, June 6 - Tuesday June 7, 2022				
Event Dates	6/7/2022				
Load-out Complete	6/8/2022				
Date	Activity				
Wednesday Apr 6	Creative Meeting				
Wednesday Apr 6	Planning meeting with inPower Events				
Wednesday Apr 6	Finalize the Project team				
April 4-8,	Begin reaching out to performance artists				
April 11 - 15	Continue creative brainstorming & reaching out performance artists				
Wednesday Apr 13	Payment to BlueLaLa Entertainment				
Wednesday Apr 13	Creative Meeting & DDB Meeting				
April 18-22	Acquire production estimates for confirmed performance elements				
Wednesday Apr 20	Creative Meeting & Planning				
April 25 - 29	Review production estimates, make any adjustments needed for vision of show				
April 27	Creative Meeting & Planning				
Monday May 2	Finalize all Creative Programming elements & tech requirements				
May 2, 2022	Payment to BlueLaLa Entertainment				
May 2-6, 2022	Finalize & secure all performers, send out contracts				
May 2-6, 2022	Finalize & contract all performance related leadership roles (composer, choir director, etc.)				
May 2-6, 2022	Finalize & contract all production related rentals and contractors				
May 9-13	Pay any deposits related to production rentals, deliveries, performers, etc.				
May 9-13	Creative, Project & Production meetings with BlueLaLa, DPC & inPower Events				
May 9-13	Performer rehearsals begin				
May 16-20	Production meeting with DPC. Production meeting with production companies & inPower Events.				
May 23-27	Deadline for performance deliverable (music, video content, etc)				
May 23-27	Project meeting between Memoir Agency				
May 23-27	Finalize production schedule of Steinmetz Hall with DPC				
May 30 - June 3	Finalize production schedule with production company for Seneff Arts Plaza				
May 30 - June 3	Send all logistical communications to performers				
May 30 - June 3	Begin pulling from Memoir warehouse all the supplies we need, including light installations				
May 30 - June 3	Final meetings with all teams: BlueLaLa, DPC, DDB, inPower Events & contacted production company				
May 30 - June 3	Have all artist payments and any flat fee payments ready to go out for the following week. Secure all invoices for vendors.				
Time	Activity	Location	Notes		
Monday Jun 6					
7:00 AM	Load-in	Steinmetz Hall	Times subject to change based on DPC production schedule		
7:00 AM	Load-in. Begin building art installations & staging	Seneff Arts Plaza	Times subject to change based on show advance		
2:00PM - 11:30 PM	Installation of sound & lights.	Seneff Arts Plaza	Times subject to change based on show advance		
2:00 PM	Lighting, sound & special effects cue-to-cue	Steinmetz Hall	Times subject to change based on DPC production schedule		
6:00PM -11:30 PM	Sound check & Rehearsals	Steinmetz Hall	Times subject to change based on DPC production schedule		
Sunset - 11:30PM	Lighting looks & possible rehearsals	Seneff Arts Plaza	Times subject to change based on show advance		
Tuesday Jun 7					
7am - 5pm	Complete all art installations & staging	Seneff Arts Plaza	Times subject to change based on show advance		
7am - 5pm	Continue sound checks, rigging, rehearsals, etc.	Steinmetz Hall	Times subject to change based on DPC production schedule		
3PM - 5PM	Artist sound checks	Seneff Arts Plaza	Times subject to change based on show advance		
6:00PM - 9 PM	Event	Seneff Arts Plaza	Times subject to change based on show advance		
6:00PM - 9 PM	Show: (two(2) 45min performances within this time frame	Steinmetz Hall	Times subject to change based on DPC production schedule		
12:00 AM	Load-out complete	Steinmetz Hall	Times subject to change based on DPC production schedule		
12:00 AM	Partial load-out complete	Seneff Arts Plaza	Times subject to change based on show advance		
Wednesday Jun 8					
7am - 8pm	Continue and complete load-out	Seneff Arts Plaza	Times subject to change based on show advance		
Date	Activity				
June 9-10	Send out all artist final payments				
June 13 - 17	Settle all outstanding payments with vendors				
June TBD	Recap Meeting with DDB				
Please Note: Exact dates and times leading up to Monday, June 6, 2022 could vary based on actual processes with all the various parties. Times and execution of the event, starting Monday, June 6, 2022, through all post event activites will be the firm obligation of Memoir Agency.					

Exhibit C

DDB IPW 2022

Steinmetz Performance

Leadership Roles

Notes:

Composer
Stage Manager
Choreographer
Animator/Illustrator
Choir Director
Music Editor
Pre-production Audio Mixer
Band Leader

Subtotal \$11,750

Performers

Orchestral Ensemble
Jazz/Soul Band
Choral Ensemble
Dancers
Aerialist
Saxophonist
Singer

Subtotal \$34,005

Production Rentals

Projection
Scrim
Laser Rental and Design

Subtotal \$34,500

Estimated Steinmetz Total **\$80,255** Note : Total does not include production staff related to the rental of Steinmetz Hall

Seneff Plaza Actiation

Installations and Performances

Downtown Orlando Interactive Mural
Photo Installations
Orlando Magic Drum Line or Trick Shots
Outdoor Performers

Note : Have not reached out to the Magic. Contingent upon their willingness to participate.

Note: Examples- Aerialists, Jugglers, Stills

Subtotal \$38,000.00

Infrastructure

Gear Rental
Systems Design

Note: Includes scaffolding, sound, Lights, Stages

Subtotal \$70,000.00

Leadership Roles

Project Manager
Stage Managers

Subtotal \$11,000.00

Estimated Seneff Total **\$119,000**

Project Team

Creative Direction
Creative Services Provided by Blue
Project Management and Logistics
Technical Director
Talent Management
Contracts, Legal, Permitting

Subtotal **\$62,500**

Estimated Project Total **\$261,755**



PRIVATE EVENT AGREEMENT

This Private Event Agreement ("Agreement"), dated 4/13/22, is entered into between the Dr. Phillips Center for the Performing Arts, Inc., a Florida not-for-profit corporation, (the "Center"), and the party identified below (the "Client"):

Client Name:	<u>Downtown Development Board</u>
Contact Name:	<u>Allen, Kelly</u>
Address:	<u>400 South Orange Ave</u> <u>Orlando, FL 32801</u>
Phone Number:	<u>407-246-2036</u>
Email Address:	<u></u>
Event Code:	<u>1400-22866</u>
Event Date:	<u>6/7/22</u>
Event Name:	<u>Downtown Development Board – IPW Event</u>
Event Space(s):	<u>Seneff Arts Plaza/Steinmetz Hall</u>
Event Start Time:	<u>6:00pm</u>
Event End Time:	<u>9:00pm</u>
Estimated Attendees:	<u>1500</u>
Event Space Charge:	<u>Facility Rent waived, estimated hard costs \$66,750</u>
F&B Minimum Charge:	<u>\$0.00 + 24% service charge</u>

Client has requested that the Center reserve a portion of its facilities (the "Event Spaces") for an event, party, banquet, or function (the "Event"). Client understands that there is an Event Space Charge and all food & beverage charges are subject to taxable service charges and Florida state sales tax. Client has selected the arrangement summarized above and as will be specifically described on the Banquet Event Order ("BEO") to be attached to this Agreement as **Exhibit A**. Client understands and agrees that the following are express terms and conditions applicable to the Event:

1. Event Payment Schedule.

- **Initial Payment:** At the time of execution of this Agreement by both parties, Client agrees to pay to the Center a 75% of the Minimum F&B Cost and Event Space Charge set forth above. The Initial Payment is *non-refundable*.
- **Second Payment:** No later than 7 days prior to the Event, Client agrees to pay in full the remaining balance as reflected in the BEO. The parties agree that should the BEO change within 7 days of the Event, Client will be required to pay any new or additional costs reflected in the amended BEO at the time the Client signs the amended BEO.
- **Additional Payments:** Client further agrees that within 3 days after the Event, any outstanding amounts due, "day of" costs, or any other additional charges incurred related to the Event will be invoiced to the Client. In the event of an overpayment, the Center will refund the overpayment.

If any of the foregoing payments are not made when due, the Center, at its option, may deem the Event cancelled and may deny Client entry to the facilities. Any amounts unpaid when due shall bear interest from the date due to the date received at a rate equal to the lesser of 15% per annum, or the maximum rate permitted by law.

Center Initials _____

Client Initials _____

2. Access to Event Spaces to Set Up.

- Access to Steinmetz Hall to set up and rehearse for the Event shall be provided from 7:00 a.m. to midnight on June 6, 2022 and from 7:00 a.m. until the Event start time on June 7, 2022. Access to Seneff Arts Plaza to set up for the Event shall be provided from 7:00 a.m. through midnight each day from June 4, 2022 until the start of the event on June 7th. Earlier access may be arranged upon request, subject to premises availability, at an additional fee of \$250 per hour.
- The Center's standard end time for all events is 12:00 a.m.
- The Client is provided until 12:00 a.m. on June 8, 2022, to load out of Steinmetz Hall and until 12:00 a.m. on June 9, 2022, to load out of Seneff Arts Plaza. Client will incur an additional fee of \$400.00 per hour if its vendors or guests exceeding these load-out times.
- A request to extend past the 12:00 a.m. end time would incur a cost of an additional \$1,500.00. Final end time of the Event cannot exceed 2:00 a.m.

3. Equipment, Decorations, Permits. The Center offers equipment services, such as lighting, audio, and video equipment services, for an additional charge. Client may utilize Client's own equipment with the Center's prior written approval. Equipment listed on Exhibit A is hereby approved. Client agrees that such equipment must be installed by a professional company. The Center reserves the right to modify or control amplified sound levels during the Event.

Client acknowledges that nothing can be taped, stapled, nailed or attached to any part of the facilities, including the Event Spaces, without the Center's prior written approval. Further, existing Center decorations such as plants, signage, displays, and furnishings may not be moved or removed without the Center's prior written approval. Client understands that glitter, sparklers, confetti, helium balloons, bird seed, rice or similar items, candles, open flames, or other such flammable devices are prohibited. Client agrees to remove all of Client's decorations and equipment within the timeframes set forth in section 2 above. Client further acknowledges and is responsible for ensuring all decorations, equipment, and services provided by third parties comply with federal, state, and local laws and ordinances.

Client is solely responsible for obtaining all applicable permits that may be required pursuant to federal, state, and local laws and ordinances as a result of the Event.

4. Food and Beverage Services and Event Spaces. The F&B Minimum Charge requirement amount is not inclusive of service charge and tax. Client understands that if actual attendance is below the number of Estimated Attendees the F&B Minimum Charge remains the same; however, specific items may be upgraded to meet the food and beverage minimum purchase requirement. All beverages served on the Center's premises will be provided exclusively by the Center, excluding specialty coffees and teas. To provide optimal beverages service and staffing for the Event, a final guarantee of attendance is required in writing or by e-mail seven business days prior to the event. If final guaranteed number of guests is not received seven business days prior to the event the Center will prepare for the number of Estimated Attendees. Final billing will be based upon the F&B Minimum Charge, the BEO, or the BEO plus the actual attendance (if the actual attendance exceeds the BEO) whichever is greater.

In accordance with the existing state Law, the Center does not permit the consumption or service of alcoholic beverages to anyone under the age of twenty-one. The Center reserves the right to request proper identification and to refuse service to anyone at the Center's sole and subjective discretion.

Client agrees that Client will not exceed the stated capacity limits for the Event Spaces and is responsible for ensuring that Client's guests adhere to the Center's safety and security protocols. Center reserves the right to limit capacity to the Event Spaces and modify the Event at any time for ensure the safety and security of the Client, guests, Center, and other Center visitors.

5. Service Charge/Taxes/Banquet Event Order Pricing. The prices listed on the BEO are subject to proportionate increases to meet increased cost of supplies for Events reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Event. All food and beverage purchases are subject to an automatic 24% taxable service charge, a portion of which may be distributed to certain food beverage service employees. The service charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including, without limitation, any cancellation fees. Once the BEO has been finalized, it shall be signed by the parties no later than 7 days prior to the Event. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than 7 days prior to the event. After that time, any tax refunds claims must be made directly with the tax jurisdiction.

6. Parking & Valet Services. The Center does not operate nor is it responsible for any valet services or parking garages or lots located around the facilities. Client and Client's guests assume the risk of any loss, damage, or injuries if they choose to use valet services or park in any of the parking garages or lots near the facilities. The Center does provide Client access to the facilities' temporary loading zone for loading and unloading only but is not responsible for any damage or loss to any automobile parked at or near the facilities.

7. Insurance. Client shall require Memoir Agency LLC ("Memoir") and inPower Events, LLC ("inPower") to provide at Memoir's and inPower's expense the following policy of insurance covering their operations in connection with this Agreement: Commercial General Liability insurance (personal injury, including bodily injury and property damage) with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. The liability policies shall name Dr. Phillips Center for the Performing Arts and the City of Orlando and its respective officers, directors, agents, employees and affiliates as Additional Insured with respect to any claim or cause of action that may arise out of or in connection with the Event. A certificate of insurance evidencing such coverage shall be furnished to the Center prior to Client's first use of the Event Spaces and Client shall furnish actual policies on demand. All policies shall be endorsed to provide 30 days' notice of cancellation or material change to the Center. Client shall not have any right to occupy the Event Spaces for the Event unless and until the required insurance coverage is in effect. If evidence of insurance is not provided prior to the Client's first use of the Event Spaces, the Center shall have the right to cancel this Agreement and retain the Initial Payment. The obtaining of insurance or the furnishing of evidence of insurance by Client shall not in any way relieve Client from any obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement. In lieu of furnishing the Commercial General Liability insurance as above provided, Client may elect to have the Center provide this insurance coverage on Memoir Agency's behalf. In the event Client so elects, it shall give written notice thereof to the Center not later than 14 days prior to the Event, and Client shall reimburse the Center the amount for the cost of providing same.

8. Advertising/Marketing/Photography/Recording. All advertising and display space at the facilities is the exclusive property of the Center. No signs, banners, posters or other media may be displayed without the prior written approval of the Center. The use of tape, tacks, nails or staples on any wall, window or door surface is not allowed without express written permission from the Center. Photography within the Center is allowed for non-commercial/personal use. Dr Phillips Center grants to Client, the unrestricted right to photograph and videotape the facilities for unlimited use for an unlimited time in conjunction with the project. However, Commercial use of photos, video or other media in any publication or website containing "identifying" images of the Dr. Phillips Center, its name or logos must be approved by the Center in advance. Advance approval is required for broadcasting any performance, lecture, concert and/or meeting for any instance other than archival purposes. Notwithstanding the foregoing, use of photos, videos, and other media by Client, the City of Orlando, Memoir, and inPower during set-up, rehearsal, and throughout the Event shall be allowed for social media promotional purposes. All post-Event commercial use containing "identifying" images of the Dr. Phillips Center, its name or logos must be approved by the Center as set forth above. The Center reserves the right to impose fees for recording or broadcasts at the Center.

9. Cancellation Fee. Given the nature of the services provided by the Center to Client, the parties acknowledge that it is highly unlikely that the Center would be able to mitigate any losses caused by cancellation of the Event and that such losses would be exceptionally difficult or impossible to calculate. For this reason, the parties have agreed that the following calculations are a reasonable forecast of just compensation by Client to the Center in the event of the cancellation of the Event. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty.

- The Initial Payment is non-refundable if the Client cancels the Event for any reason and in the event of cancellation by the Center for cause;
- 59 days to 30 days prior to the Event: 25% of the Second Payment;
- 29 days to 7 days prior to the Event: 75% of the Second Payment; and
- Less than 7 days prior to the event: 90% of the Second and Third Payment.

The Center reserves the right to cancel this Agreement and the Event for cause should Client fail to comply with any of the provisions contained in this Agreement, subject to the Center providing Client with 5 days written notice of said failure to comply and a reasonable amount of time to cure. Moreover, the Center can cancel this Agreement immediately, without prior written notice, if use of the facilities by Client, its employees, agents, vendors or guests, shall in any way conflict with federal, state, or local laws, or if the proposed occupancy or entertainment shall bring discredit or physical damage to the facilities, the Center, or its affiliates.

10. Coordination with Other Users; Construction Matters. Client acknowledges that there may be other activities taking place simultaneously with the Event in the area surrounding or near the Event Spaces and that other activities may take place in the Event Spaces immediately before or after the Event. Client agrees not to unreasonably interfere with such other activities. The Center similarly agrees that such other activities shall not unreasonably interfere with Client's use of the Event Spaces. Client further acknowledges that the building containing the Event Spaces as well as exterior areas of the building may be subject to construction activities related to the addition of a third performance space and the renovation of the existing lobby space. The Center will make best efforts to ensure that any construction activity will not unreasonably interfere with Client's Event.

11. Florida Law, Jurisdiction and Venue; Fees. This Agreement is subject to and shall be interpreted pursuant to the laws of the State of Florida. The parties agree that any action or dispute at law or in equity that may arise under or out of or otherwise relate to this Agreement or the Event must be brought and heard in a state or federal court located in Orange County, Florida. In any such action or dispute and in any appeal, the prevailing party shall be entitled to recover its legal expenses, including reasonable attorneys' fees, paralegals' fees, experts' fees, and costs from the non-prevailing party.

12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original as against any party that has signed it, but all of which together will constitute one and the same instrument. A signature page to this Agreement transmitted by facsimile or email shall be as binding as an original signature.

13. Modification. This Agreement may only be modified or amended by an instrument in writing signed by all parties expressly stating that it is modifying this Agreement.

14. Binding Agreement. This Agreement and all its terms and provisions are binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

15. Entire Agreement. This Agreement represents the full and complete agreement of the parties with respect to this matter and supersedes any and all negotiations, promises, representations, discussions, and prior agreements related to the subject matter hereof. Client acknowledges that Client has not relied upon any promises, representations, discussions, or prior agreements, if any, that are not

expressly stated in the Agreement as an inducement to enter into the Agreement and waives any rights or claims arising from any such promises, representations, discussions, and prior agreements.

16. Interpretation and Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. If any provision of this Agreement is unlawful, void or unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement. All captions are for convenience of reference only and shall be disregarded in interpreting this Agreement.

17. Non-Waiver. No waiver by any party of any breach of, or compliance with, any provision or obligation of this Agreement to be performed by any other party hereto shall be deemed a waiver of any other provision or obligation at the same or at any prior or subsequent time.

18. Limitation of Liability. In no event will the Center be liable for consequential, incidental, or punitive damages of any nature for any reason, including, without limitation, lost profits or goodwill, even if the Center has been advised of their possible existence. Furthermore, in the event the Center shall have any liability to Client (whether under this Agreement or otherwise), the amount of such liability shall not exceed the amount paid to the Center by Client pursuant to this Agreement.

19. Force Majeure. Neither Center nor Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of the Center's facilities, or prohibitions by any governmental authority. In the event that the Event is cancelled as the result of a force majeure event, all deposits shall be returned to Client, less actual costs incurred by the Center in anticipation of the Event. In no event shall the Center be liable for the failure of or interruption of utilities. If, for any reason, the Event Spaces hereunder is not available for the Event, the Center may substitute other space and Client agrees to accept such substitutions.

COVID-19 Warning: An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is a highly contagious disease that may result in personal injury, severe illness, and death. By visiting the Dr. Phillips Center for the Performing Arts and/or attending the Dr. Phillips Center Shows, Events, Education Programs/Classes or other activities, you voluntarily assume all risks related to exposure to COVID-19. All visitors must follow the Center's health and safety protocols, a copy of which will be provided to Client at least 5 days prior to the Event. Please help keep each other safe.

IN WITNESS WHEREOF, the Center and Client have executed this Agreement as of the date first above written.

**DR. PHILLIPS CENTER FOR THE PERFORMING
ARTS, INC.**

CLIENT

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Center Initials _____

Client Initials _____



DR. PHILLIPS CENTER FOR THE PERFORMING ARTS
ESTIMATED EXPENSES

QUOTE DATE: 3/30/2022

CLIENT: Downtown Development Board
SHOW: IPW Event
THEATER: Steinmetz Hall and Seneff Arts Plaza
DATE: 6/6/22 Steinmetz Hall Only for Tech & Rehearsal
6/7/22 Steinmetz Hall and Seneff Arts Plaza Event

EMAIL: kelly.allen@downtownorlando.com
PHONE:

QUANTITY	DESCRIPTION	STEINMETZ HALL	SENEFF ARTS PLAZA	SUBTOTAL	NOTES
----------	-------------	----------------	-------------------	----------	-------

FIXED EXPENSES:

	Custodial	\$ 2,100.00	inPower	\$ 2,100.00	inPower to provide cleaning service for plaza
	Production Labor/IATSE	\$ 20,150.00	inPower	\$ 20,150.00	Steinmetz Hall: Day 1 Lighting Hang & Tech, Day 2 Load In/Rehearsal/Show/Strike All production activation on the plaza provided by inPower
	Public Safety Package (security & ushers)	\$ 4,500.00	\$ 2,500.00	\$ 6,500.00	DPC to provide live safety security and ushers for Steinmetz Hall. DPC to provide Andy Frain security for the plaza, DDB to provide OPD for plaza
	Steinmetz Equipment Rentals	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Composer	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Stage Manager	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Choreographer	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Animator/Illustrator	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Choir Director	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Music Editor	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Pre-production Audio Mizer	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Band Leader	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Steinmetz Performers	Memoir Agency	N/A	\$ -	Memoir Agency to provide
	Catering	N/A	\$ 33,000.00	\$ 33,000.00	Based on 2 drinks per person @ \$11+ 24% service charge, tax exempt @ 1500 guests. Restaurants sourced/handled by inPower
	Electrician	N/A	\$ 500.00	\$ 500.00	inPower to contract electrical company to supply cables to run power. DPC to provide electrician
	Sod Restoration	N/A	\$ 4,500.00	\$ 4,500.00	Actual cost based on damaged sod needing to be repaired. Cost is \$3/sq ft. estimate based on 1,500 sq feet of damage
	18A Permit	N/A	DDB	\$ -	DDB to handle
	Road Closure	N/A	DDB	\$ -	DDB to handle
	Insurance (unless LESSEE provides)	\$ -	\$ -	\$ -	DDB to provide
	Plaza Rentals	N/A	inPower	\$ -	inPower to handle all restroom, tent, stage, production and equipment rentals for plaza.
	Fencing	N/A	inPower	\$ -	inPower to handle all fencing needs for the plaza
	Creative Direction	Memoir Agency		\$ -	Memoir Agency to provide
	Creative Service	Memoir Agency		\$ -	Memoir Agency to provide
	Project Management	Memoir Agency		\$ -	Memoir Agency to provide
	Technical Director	Memoir Agency		\$ -	Memoir Agency to provide
	Talent Management	Memoir Agency		\$ -	Memoir Agency to provide
	Permitting	Memoir Agency		\$ -	Memoir Agency to provide

Subtotal - Fixed Expenses \$ 66,750.00

VARIABLE EXPENSES:

Rent - WAIVED

\$ -

Subtotal - Variable Expenses

\$ -

SUBTOTAL

\$ 66,750.00

6.5% Florida State & Local Tax on all expenses excluding Credit Card Fees

Total Estimated Expenses

\$ 66,750.00

THESE ARE ALL ESTIMATES. ACUTAL EXPENSES WILL BE LISTED ON FINAL SETTLEMENT.

EVENT SERVICES AGREEMENT

THIS EVENT SERVICES AGREEMENT (the "**Agreement**"), dated March 23, 2022, is made by and between The Downtown Development Board, with a business address of 400 South Orange Avenue Orlando, FL 32801 ("**Client**" or "**DDB**") and inPower Events, LLC with a business address of 516 Lobelia Drive, Lake Mary, FL 32746 ("**Provider**"), in connection with Destination Downtown ("**Event**"), on June 7, 2022 ("Event Date") at Dr. Phillips Center for the Performing Arts at 445 S Magnolia Ave, Orlando, FL 32801 ("**Venue**").

Client and Provider, in consideration of the mutual promises of the other parties contained herein, hereby agree as follows:

1. Obligations.

a. *Services Provided.* **Provider** will be responsible for the services, functions, products and / or duties (the "Services") for the Event as set forth on Exhibit A attached hereto and incorporated herein by this reference. Provider represents and warrants that it will carry out its duties hereunder in a commercially reasonable, responsible and safe manner and will comply with the terms of the DDB's agreement with Dr. Phillips Center for the Performing Arts, Inc, ("DPC Agreement") and any other terms and conditions of DPAC applicable to performances at DPC's facilities, including the Seneff Arts Plaza. Provider will hire, direct, contract and pay all necessary vendors and labor ("Vendors") for Client's Event to execute the Services set forth in Exhibit A. Provider shall include in all contracts with Vendors that such Vendors shall comply with the terms of this Contract and the terms of the DPC Agreement, as applicable, including but not limited to compliance with the terms and conditions of DPAC use applicable to performances within the Hall or on the Plaza and the recording thereof. In addition, Provider shall include in all contracts with Vendors a consent to the use of any images, photographs, audio and/or video recordings of Vendor and its employees and a grant to Client of a perpetual irrevocable license for the use of such images and recordings in any medium and for any purpose without further remuneration.

b. *Services Provided.* **Client** will be responsible for the services, functions, products and / or duties (the "Services") for the Event as set forth on Exhibit B attached hereto and incorporated herein by this reference. Client represents and warrants that it will carry out its duties hereunder in a commercially reasonable, responsible and safe manner.

c. *Expenses.* Provider shall perform the Services for an overall Event

budget not to exceed Two Hundred Forty-Four Thousand Nine Hundred Ninety-Five Dollars and 70/100s (\$244,995.70) as shown on Exhibit C attached hereto and incorporated herein by this reference. If DDB requests to add additional expenses to the event budget, costs will be signed off on an individual basis. The DDB's Executive Director may approve such additional expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). No party shall incur any expense on behalf of the other party without the other party's express written consent to the specific amount and nature of any such expenses.

d. *Promotion/ Advertising of the Event.* Client shall promote/advertise the Event.

e. *Event Overview/Site Plan.* An Event overview and Site Plan are attached hereto as Exhibit D and incorporated herein by this reference. The anticipated attendance of the Event is between [REDACTED] and [REDACTED]. Client will provide a final attendance number to Provider at least seven (7) days prior to the Event. For purposes of food service, Provider shall use such attendance number plus 15% to ensure adequate food service for the Event.

2. Compensation.

a. *Fee for Services.* In consideration of the Services provided for the Event as contemplated herein, Client will pay to Provider a \$15,000 management fee ("Management Fee"). Provider will maintain full and accurate books of account and other records, in accordance with sound accounting practices, reflecting all financial matters relating to the Services. For a period of five (5) years following the Event Date, The DDB shall have the right to audit the books and records of Contractor or any Vendor to the extent that such books or records relate to the performance of the Agreement or any Vendor agreement with the Provider.

b. *Accounts Payable Provider Fees for Services.* 50% payment of Management Fee (\$7,500) is due within 15 days of signing of agreement. Remaining 50% due within 15 days Event completion.

c. *Accounts Payable Event Expenses.* Following execution of this Agreement and invoice to DDB, a payment of One Hundred Fourteen Thousand Nine Hundred Ninety Seven Dollars and 85/100s (\$114,997.85) equal to 50% of estimated expenses shall be made to Provider. An invoice for the remaining estimated final expenses shall be provided to DDB at least twenty-one (21) days prior to the Event Date.). Any miscellaneous expenses incurred and agreed to by both parties which were not covered by the two invoices shall be subject to settlement as set forth in subsection (d) below.

d. *Settlement.* Within thirty (30) days after the conclusion of the Event, Provider will prepare and deliver a report to Client accounting for all expenditures relating to the Services. If, based on the report, any additional amounts are due to Provider, DDB shall make payment to Provider within thirty (30) days of invoice for such amount. If, based on the report, any amount is required to be refunded to DDB, Provider shall make such payment to DDB within thirty (30) days of delivery of the report and notification of such refund due DDB.

e. *Payment.* All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302, with a copy sent to Tiffany Stephens, Division Fiscal Manager, 400 South Orange Avenue, Orlando, Florida, 32801.

3. Sponsorship Packages / Booth Sales. Client will have the right to sell sponsorship packages in connection with the Event and / or booth packages for the Event. All revenue (100%) derived from such Client Sponsor and Booth Sales will remain the sole property of Client. Provider will assist with reasonable and agreed upon activation and Client will be responsible for any additional expenses associated with sponsorship.

4. Term and Termination. The term of this Agreement shall commence as of the date first written above and shall continue and remain in full force and effect until the later of June 8, 2022 or the date on which the parties have fulfilled their obligations hereunder. Should Client decide to cancel the event for any reason, Client is responsible for the payment of any contracted deposits made to vendors by Provider to the extent such deposits are non-refundable. Refundable deposits shall be remitted to the DDB within thirty (30) days of cancellation. In the instance of cancellation, the Provider is entitled to retain the 50% deposit of the Management Fee. Should Client cancel within 30 days of the event, Client will pay an additional 20% of total Management Fee to Provider.

5. Photography /Recording/Broadcast. Provider acknowledges and agrees that Client reserves the right (at its sole cost and expense) to photograph, make audio or video recordings of, broadcast, and/or stream the Event, and that Client shall own the copyright in any such photographs, recordings (audio and/or video) and/ or broadcasts and shall have the right to use any such photographs, recordings (audio and/ or video) and/ or broadcasts in any manner it sees fit in perpetuity, including, without limitation, broadcast on its radio stations or on its website. Provider hereby consents to the use of any images, photographs, audio and/or video recordings of Provider and its employees and grants Client a perpetual irrevocable license for the use of such images and recordings in any medium and for any purpose without further remuneration. Client will provide, upon request of

Provider, photography and/or video from the event to be used by the provider for promotional purpose of the providers services, provided however, that Provider's use of such photography and video shall be subject to the terms and use restrictions contained in the DPC Agreement related to such use.

6. Insurance. Prior to commencing and at all times during the performance of the Services, Provider shall maintain Commercial General Liability insurance (personal injury, including bodily injury and property damage) with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence to cover claims, liability and damages arising from Provider and any of its agents' activities associated with the Services and the Event. Additionally, for the Vendors with contracts in excess of \$10,000 or performing electrical services, Provider shall require the same insurance coverage from such Vendors. The liability policy shall name the Downtown Development Board, Dr. Phillips Center for the Performing Arts ("DPC"), and the City of Orlando and their respective officers, directors, agents, employees and affiliates as Additional Insureds with respect to any claim or cause of action that may arise out of or in connection with the Event. A certificate of insurance evidencing such coverage shall be furnished to the DDB and DPC prior to Provider's first use of the DPC facilities and Provider shall furnish actual policies on demand. All policies shall be endorsed to provide 30 days' notice of cancellation or material change to the DDB and DPC. Provider shall not have any right to occupy the DPC facilities for the Event unless and until the required insurance coverage is in effect.

7. Independent Contractors. The parties to this Agreement are acting as independent parties, and no employee of any such party shall be deemed to be in the employ of any other party, nor shall a party have any right or authority to act on behalf of any other party beyond that expressly granted herein. Nothing contained herein or done pursuant hereto shall be construed to create a joint venture or partnership between the parties, or create any relationship of principal and agent or employer and employee.

8. Representations, Warranties and Covenants. Each party represents, warrants and covenants to the other party that (i) it has the right, power and authority to enter into this Agreement, to grant any rights granted by it hereunder and to perform its obligations hereunder, including all rights to intellectual property necessary to grant the licenses and per missions hereunder, (ii) this Agreement shall be enforceable against each such party in accordance with its terms, and (iii) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

9. Confidential Information. Provider acknowledges that, while providing services for Client, Provider will have access to confidential information, trade secrets, records, data, and other knowledge (hereinafter collectively referred to as the Confidential Information") owned by or in the possession

of Client. The Confidential Information will not be used, sold, shared with or transferred in any way to any other party except at the specific written consent of Client.

10. Force Majeure: The inability of either party to commence or complete its obligations hereunder or canceling or delaying the Event that results from delays or situations caused, directly or indirectly, by strikes, insurrection, floods, fires, riots, acts of God. Should Force Majeure be the reason for cancellation, Client will be responsible for the payment of any deposits to vendors contracted which are non-refundable, and the Provider will be entitled to retain 50% of the Management Fee plus an additional 20% of the total Management Fee.
11. Assignment. This Agreement shall not be assigned without the prior written consent of the DDB Executive Director or his designee.
12. Notices. Except for routine communications related to the Event, all notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been given if hand delivered or mailed, certified mail, return receipt requested, to the parties at the addresses set forth in the first paragraph. Either Party may change the addresses for giving notice from time to time by written instructions to the other of such change of address.
13. Authority. The City's Chief Procurement Officer and the DDB's Executive Director or their designees shall have the authority to act on behalf of the DDB in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder.

The authorized representatives of each party have executed this Agreement and have made it effective as of the date first written above.

Downtown Development Board

By:

Name:

Date:

InPower Events, LLC

By:

Name:

Date:

Exhibit A

- Create and maintain event budget
- Create event timeline
- Assess equipment and vendor needs
- Obtain vendor quotes (i.e. air conditioned tents, fencing, electrical, janitorial, port-o-lets, floral, furniture, and lighting)
- Enter into vendor agreements for all goods and services shown in the budget on Exhibit C and obtain COIs
- Create vendor/sponsor/load in schedule & plan
- Assist in creation of site map and client placement
- Confirm all set up requirements for vendors and sponsors
- Create staffing, training and execution plan
- Mark venue pre-event for tent set up and load in dimensions
- Pre-event meetings with vendors/sponsors
- On site to accept all load in and vendor activations
- Two management staff on site throughout event
- On site to accept all sponsor load in and activations
- Make sure venue is left clean and orderly
- Attend recap meetings and follow up

Exhibit B

- Responsible for all approved expenses associated with event
- Work directly with Dr. Phillips Center for the Performing Arts on securing and paying rental fees for three days (load in 6/6, day of event 6/7, break down 6/8)
- Obtain and manage alcohol and beverage liquor license working through Dr. Phillips Center for the Performing Arts
- Arrange/ coordinate bartenders, beverage delivery and all barware through Dr. Phillips Center for the Performing Arts
- Arrange/coordinate security/police through Dr. Phillips Center for the Performing Arts
- Arrange/coordinate attendees transportation through Visitor Orlando
- Arrange for bus parking
- Arrange/coordinate photography/videographer
- Provide all graphic design for event passport and signage
- Hire third party music and entertainment provider
- Provide all contact information for third party providers arranged by DDB
- Provide 2 parking passes for inPower Events management team for venue walk-thru meetings
- Provide parking passes for staff and vendors day of event

Exhibit C

Estimated Budget

A/C includes generators	\$ 35,000.00
Cleaning	\$ 3,500.00
Décor garden & flowers	\$ 20,000.00
Fencing	\$ 2,587.00
Food \$25 @ 2000	\$ 50,000.00
Food Coordinator	\$ 500.00
Furniture	\$ 13,000.00
Gift Bag 1700 @1.75	\$ 2,975.00
Ice	\$ 500.00
Interior tent design	\$ 4,000.00
Lights 160 @\$ 50	\$ 11,500.00
Passport design & printing	\$ 3,000.00
Port a lets 2@ \$2575	\$ 5,150.00
Staff 25 @ \$75 per person	\$ 1,875.00
Tents (4 100x100)	\$ 55,000.00
Uniform 25 @ \$20	\$ 500.00

Estimated Event Cost	\$ 209,087.00
Contingency	\$ 20,908.70

	\$229,995.70
Management Fee	\$ 15,000.00

Total Not to Exceed Event Cost \$244,995.70

Exhibit D

Event Overview & Proposed Site Plan

Event Overview

On the evening of Tuesday, June 7, the DDB will welcome IPW attendees to the Dr. Phillips Center for the Performing Arts. During the event, guests will enjoy live entertainment, performances by local talent, a showcase of downtown Orlando's unique food and beverage scene and shop local makers.

Guests of Discover Downtown will be invited to experience Orlando's downtown hub through four themed areas and immersive arts in between. Each area will provide unique culinary presentations by downtown restaurants with craft cocktails designed to use flavor profiles to transport visitors to Orlando. Small businesses will also be invited to showcase their goods/services and the entire experience will be engulfed in immersive art experiences and live performances.

Upon arrival, guests will be transported through a lush Florida grove and emerge to face the modern and impressive facade of the Dr. Phillips Performing Arts Center and the city skyline. Out of the groves a modern city emerges..... The City Beautiful.

Greeters will welcome guests with a discovery passport that invites them to visit the different dining experiences in four different tents. Each tent will have restaurants, a bar and various vendors. As guests visit each restaurant, they will have their passports stamped. Each restaurant will stamp their half page area in the passports containing their contact information and a brief description of the restaurant. The Passport will be designed to include information about all vendors present, thus giving the guest a guide to everyone they saw at the event to take home.

The Plaza can also be outfitted with immersive entertainment and backdrops for guests to capture memorable moments. Guests will also be invited to enjoy on stage entertainment inside the Dr. Phillips Performing Arts Center Steinmetz Hall.