

**OPERATING AND MANAGEMENT AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND
FANTASY THEATRE FACTORY, INC.**

This Operating and Management Agreement (the "Agreement") is entered into this _____ day of _____, 2016 ("Effective Date"), by and between MIAMI-DADE COUNTY, FLORIDA, (the "County"), a political subdivision of the State of Florida, and FANTASY THEATRE FACTORY, INC., a not for profit Florida corporation, ("Fantasy Theatre Factory" and jointly with the County referred to herein as "Parties").

W I T N E S S E T H:

Whereas, Seventh Avenue I, Ltd., a Florida limited partnership ("Sublessor") and Miami-Dade County, a political subdivision of the State of Florida, through its Department of Cultural Affairs, have entered into a thirty (30) year sub-sublease ("Theater Sub-Sublease") for the theater portion of the 7th Avenue Transit Village project for recreational, educational and cultural purposes; and

Whereas, the County desires to contract with Fantasy Theatre Factory for the operations, programming and maintenance of the theater portion of the 7th Avenue Transit Village project, located at NW 7th Avenue and 62nd Street, and comprised of the theater, its auxiliary spaces (front-of-house, backstage, administrative offices, rehearsal rooms, closets, etc.), ("Theater") along with the forty (40) parking spaces in the adjacent parking garage allocated to the theater (together the "Theater Property"); and

Whereas, the Parties are entering into an operating agreement in order to set forth the Parties' respective rights and obligations with respect to the operation and programming of the Theater, development of educational and community programs, and facilitating the long-term use of the Theater by The M Ensemble Company, Inc. ("The M Ensemble") as the Resident Theater Company of the Theater to develop and present its annual season of theatrical productions; and

Whereas, Fantasy Theatre Factory has a longtime track record of providing original, high quality educational theater and professional theater arts programs for children and families of all cultures and backgrounds throughout Miami-Dade County; and

Whereas, The M Ensemble has an extensive history in promoting, cultivating and preserving African-American culture by staging award-winning productions and developing new work by African-American playwrights that reflect the African-American experiences; and

Whereas, Fantasy Theatre Factory will assume all day-to-day operational responsibilities for the Theater, and will be using it for its administrative home, rehearsals and performances and through a Resident Company Agreement, facilitating The M Ensemble's use of the Theater, as Resident Theater Company, to establish a reliable and recognizable base for rehearsing and presenting its annual season for the benefit of residents of and visitors to Miami-Dade County; and

Whereas, Fantasy Theatre Factory has signed the attached Resident Company Agreement with The M Ensemble to establish the partnership and define the working relationship for the use of the Theater ("Attachment A" to this Agreement) which may be revised and amended solely by the mutual agreement of Fantasy Theatre Factory and The M Ensemble and provided that any and all revisions and amendments must be consistent with, and always subject to, this Agreement and the Theater Sub-Sublease; and

Whereas, Fantasy Theatre Factory will own improvements to the Theater that it makes that are not intended to be permanent; and

Whereas, Fantasy Theatre Factory will operate the Theater with a balanced annual budget, utilizing earned revenue and contributed income, along with state, federal and private funds so to minimize the operational reliance on funds from Miami-Dade County or any agency or instrumentality thereof, except as may be approved by the Board of County Commissioners through the County's annual budget, annual competitive grants programs, and a grant allocation to Fantasy Theater Factory for the operation of the Theater; and

Whereas, the terms and conditions of these professional management services and operating obligations to be provided and undertaken by Fantasy Theatre Factory to the County need to be defined and stated as set forth in this Agreement,

Now therefore, in consideration of the mutual promises and obligations contained herein, the Parties wish to enter into the following terms and conditions of this Agreement:

A. GENERAL TERMS

A.1 RECITATIONS INCORPORATED

The recitations stated above are incorporated into, and become a part of, this Agreement as if fully set forth herein.

A.2 PARTIES

The parties to this Agreement are Miami-Dade County, a political subdivision of the State of Florida, ("County") and Fantasy Theatre Factory, Inc., a not for profit Florida corporation, ("Fantasy Theatre Factory").

A.3 SCOPE OF AGREEMENT

This Agreement shall encompass all matters relating to the services to be provided and the obligations to be performed by Fantasy Theatre Factory to the County and the County's obligations to Fantasy Theatre Factory in connection with the management and operations of the Theater and the Theater Property. Fantasy Theatre Factory's obligations and rights under this Agreement shall be limited to the Theater building including auxiliary spaces (front of house, backstage, administrative offices, rehearsal rooms, closets, etc.) and the forty (40) parking spaces in the adjacent parking garage allocated to the theater. Fantasy Theatre Factory shall have no responsibility, obligations or rights to use, operate, manage, maintain, occupy or otherwise possess the balance of the 7th Avenue Transit Village Project beyond the Theater (except to maintain the grounds immediately surrounding the Theater as set forth in Section C.2.4 herein).

A.4 TERM AND OPTIONS TO RENEW

The term of this Agreement is for a period of thirty (30) years, commencing with the Effective Date. This Agreement may be renewed for up to two additional thirty (30)-year terms, all subject to mutual agreement by the County and Fantasy Theatre Factory. Any additional terms shall run consecutive from the prior term. This Agreement may be terminated before the end of the initial or renewal terms pursuant to the provisions set forth herein.

A.5 CLAIMS

In the event of third party claims brought against either the County or the Fantasy Theatre Factory in connection with matters arising under this Agreement, each party will be responsible for its own acts and omissions. Fantasy Theatre Factory agrees to indemnify the County for any loss which the County incurs as a result of the acts or omissions of Fantasy Theatre Factory.

A.6 THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties, with the exception of The M Ensemble, pursuant to Attachment "A." This Agreement does not create nor establish any third party beneficiaries.

A.7 NON-DISCRIMINATION POLICY

Fantasy Theatre Factory shall abide by all applicable federal, state, and local mandates with regard to its employment hiring practices, promotions, use or rental of the Theater, or in any other respect; must provide equal access and equal opportunity in employment and services; and shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, physical ability, or status as a victim of domestic violence, dating violence, or stalking, all in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Chapter 11A of the Code of Miami-Dade County, Florida.

A.8 CORPORATION AS INDEPENDENT CONTRACTOR AND ITS PERSONNEL

Fantasy Theatre Factory is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed under this Agreement shall at all times, and in all places, be subject to Fantasy Theatre Factory's sole direction, supervision, and control. No employee of Fantasy Theatre Factory shall be an employee of the County. Fantasy Theatre Factory shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Fantasy Theatre Factory's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

A.9 PUBLIC RECORDS

Documents pertaining to obligations and responsibilities of Fantasy Theatre Factory in carrying out the terms of this Agreement are subject to public records law. Pursuant to Florida Statutes 119.0701(2), Fantasy Theatre Factory agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service (use, operation and/or management of the Theater); (b) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., or as otherwise provided by law; (c) 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 (d) meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of Fantasy Theatre Factory upon termination of this Agreement and 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 County in a format that is compatible with the information technology systems of the County.

The County acknowledges that certain records of Fantasy Theatre Factory or information relating to the use, management or operation of Fantasy Theatre Factory and the Theater (including but not limited artistic programming areas such as agreements with artists and arts organizations and for private sector philanthropic support and fundraising), may not be public records, may be considered trade secrets information that is proprietary and confidential, or may otherwise be exempt from disclosure under applicable public records' laws. The County shall notify Fantasy Theatre Factory if the County receives a request for disclosure of any information that Fantasy Theatre Factory has informed the County that it reasonably believes is trade secret information, or that is otherwise exempt from disclosure, so that Fantasy Theatre Factory may vigorously initiate or defend any claims or disputes arising from efforts by other entities to cause such information to be disclosed. The County shall have no liability for any disclosure (a) which the County determines in good faith is required by applicable law, or (b) of information the County had not been advised was trade secret or exempt information.

A.10 RECORDS

Fantasy Theatre Factory shall keep its financial books and records in accordance with generally accepted accounting principles. All books and records of Fantasy Theatre Factory, financial or otherwise, shall be kept in Miami-Dade County, Florida under the custody and control of Fantasy Theatre Factory. The County shall have a right to audit and inspect all books, records and accounts of Fantasy Theatre Factory relating to its use, operations and/or management of the Theater at all times during the term of this Agreement and for a period of three (3) years after the expiration of this Agreement. All bank accounts and deposits of Fantasy Theatre Factory shall be in institutions located within Miami-Dade County, Florida. Failure by Fantasy Theatre Factory to comply with any provision of this Section shall be cause for termination of this Agreement.

A.11 ASSIGNMENT, SUBCONTRACTING AND SUCCESSORS

Fantasy Theatre Factory shall not assign or subcontract this Agreement or any portion thereof, nor any property associated with this Agreement, without the prior written approval of the County, specifically through its Board. Any unapproved assignment or subcontract shall be grounds for immediate termination of this Agreement. To the extent that the County approves of any assignments and/or subcontracts, it is understood and agreed that all assignees and subcontractors shall be subject to all of the terms and conditions of this Agreement and that Fantasy Theatre Factory shall continue to remain responsible and liable for all obligations under this Agreement and for all actions of its assignees and/or subcontractors. This provision shall not limit the authority of Fantasy Theatre Factory to enter into the Resident Company Agreement with The M Ensemble (Attachment A) and agreements that a non-profit theater company utilizes for the professional management of a theater, including but not limited to concession agreements, agreements with vendors for the maintenance and repair of the facility, rental or license agreements for the temporary use of space in the Theater.

A.12 DEBT

The Theater Property and its contents owned by the County may not be used to secure any debt and Fantasy Theatre Factory is expressly prohibited from mortgaging, pledging, using as collateral or security, or otherwise encumbering in any manner the Theater Property, including the contents therein owned by the County. County consent required under this section may be withheld for any reason within the sole and absolute discretion of the Board of County Commissioners. Fantasy Theatre Factory will not incur any debt that requires or seeks a pledge of funding support from the County.

A.13 COUNTY INSPECTION AND RIGHT OF ENTRY

The County shall have the authority to make inspections of the Theater Property and Fantasy Theatre Factory and its operations, along with any and all equipment, furnishings, fixtures, intellectual property, and/or improvements thereof to determine whether Fantasy Theatre Factory is operating in compliance with the

terms and provisions of this Agreement. The County shall have the right to enter the Theater Property to make emergency repairs, alterations, replacements, or improvements, as the County deems necessary, but the County assumes no obligation to make any such repairs, alternations, replacements or improvements, other than those expressly and specifically provided for in this Agreement.

B. THE THEATER FACILITY

B.1 CHANGES OR ADDITIONS BY THE COUNTY

Provided the County provides Fantasy Theatre Factory with prior written notice, the County may, at any time, and from time and time, unilaterally: (a) make or permit changes or revisions to the structure of the Theater, the Theater Property and/or the surrounding grounds, including but not limited to, parking, walkways, sidewalks, pathways, driveways, green space, and additions, expansions, alterations and/or rearrangements of the Theater; and (b) make or permit any changes to any sign affixed to the exterior of the Theater. Should, for any reason, the County elect to perform any repairs or alterations to the Theater Property, there shall be no allowance nor reimbursement to Fantasy Theatre Factory for any loss or diminution of its income and revenue arising from any interruption of its business nor shall there be any liability on the part of the County by reason of inconvenience, annoyance or injury to business arising from the County making repairs, alterations, additions, improvements, restorations or replacements in or to the Theater Property, or to any portion thereof, or to the fixtures, appurtenances, or equipment thereto. The County agrees, however, that any such repairs, alterations, additions, improvements, restorations or replacements shall be made with a minimum amount of inconvenience to Fantasy Theatre Factory, and that the County will diligently proceed therewith to completion.

B.2 IMPROVEMENTS BY FANTASY THEATRE FACTORY

B.2.1 County Approval

Any permanent improvements, changes, or alterations to the interior, non-structural portions of the Theater Property contemplated by Fantasy Theatre Factory shall be submitted in writing for review and approval by the County Mayor, or his designee and by the Sublessor. Fantasy Theatre Factory agrees to provide the County with copies of any and all plans and specifications pertaining to such improvements at least sixty (60) days prior to seeking approval of such plans and specifications from the appropriate building department, and/or any other governmental permitting or regulatory entity or agency having jurisdiction. Fantasy Theatre Factory shall not make any changes, alterations or improvements to the exterior or the structure of the Theater Property.

B.2.2 Quality of Improvements

Fantasy Theatre Factory shall cause any and all improvements to be performed competently and in a good and workmanlike manner in compliance with all applicable Laws and by duly qualified and licensed person(s) or entities, using first grade materials, and performed to completion without unnecessary interference with, or disruption to the nearby property owners and/or neighbors.

B.2.3 Fantasy Theatre Factory's Procurement Policy

Within ninety days (90) of the execution of this Agreement, Fantasy Theatre Factory shall adopt a procurement policy (the "Procurement Policy") for the purchase of goods or services, including without limitation, professional services and capital improvements for the Theater Property. The Procurement Policy shall promote the transparency, efficiency and fairness of the contracting of Fantasy Theatre Factory, and shall promote the best value for the Theater Property, all consistent with the best interest of the Theater Property. Fantasy Theatre Factory shall submit the Procurement Policy to the County for review and approval by the County Mayor or Mayor's designee. Once approved, Fantasy Theatre Factory shall, at all times, comply with the Procurement Policy and shall submit any proposed amendments thereto to the County for its

review and approval, through the County Mayor or Mayor's designee. Failure of Fantasy Theatre Factory to comply with the requirements of this Section and the Procurement Policy, and any purchase made or contract executed in violation of the Procurement Policy or this Agreement shall be considered a material breach of this Agreement.

The Procurement Policy shall at all times comply with all provisions of applicable law, including, those governing the use, construction, maintenance and improvement of public facilities, and at a minimum, and without limitation, shall provide:

- (a) Fantasy Theatre Factory shall not lease, convey or transfer the Theater Property, or any portion thereof, without the express, written and prior approval of the County through its Board of County Commissioners;
- (b) the purchase of architecture, engineering or landscape architecture services, or any other services covered under the Consultants Competitive Negotiation Act, Section 287.055 of the Florida Statutes, shall be done in compliance with all of the provisions of that law when funded in whole or in part with County or other agency funds as defined in the law;
- (c) bidding for construction on the Theater Property shall be governed by the provisions of Section 255.20 of the Florida Statutes and Fantasy Theatre Factory shall competitively select any contractor in accordance with the provisions of Section 255.20 of the Florida Statutes when the estimated value of the work exceeds the thresholds set forth in such law;
- (d) a payment and performance bond or alternative form of security shall be obtained by Fantasy Theatre Factory for any and all construction on the Facility when the cost of such improvements exceed \$200,000.00 as required under Section 255.05 of the Florida Statutes and shall name the County and Fantasy Theatre Factory as beneficiaries thereof, as joint obligees;
- (e) contracts for the design and construction of the Theater Property shall comply with the requirements of the County Code governing small business enterprises, including but not limited to the requirement that all design, construction and/or construction management packages be submitted to the County's Small Business Development ("SBD") office for review for the application of the County's CSBE, SBE, and CBE measures in accordance with Sections 2-10.4.01, 10-33.02 and 2-8.1.1.1.1 of the County Code and the Corporation shall require that all of its consultants, contractors, subconsultants and subcontractors comply with all measures set by SBD;
- (f) all construction contracts shall comply with the requirements of, and procedures contained within, Section 2-11.16 of the County Code relating to Responsible Wages and Benefits, including the Wage and Benefit Schedule;
- (g) contracts for the construction of the Theater Property shall comply with applicable County requirements relating to contractor's workforce, including the hiring of personnel from Designated Target Areas pursuant to Section 2-1701 of the Code of Miami-Dade County, and the education and hiring requirements of Section 2-11.17 of the Code which seeks to promote the employment opportunities of local residents;
- (h) all construction contracts shall comply with the County's Sustainable Buildings Programs, as set forth in Section 9-71, et. al. of the County Code and Implementing Order ("IO") 8-8; and

(i) all contracts for the design and construction of Theater Property shall comply with the County's Art in Public Places Program, as set forth in Section 2.11.15 of the County Code, IO 3-11, and the Dade County Guide to AIPP.

B.2.4 Requirements for Consultant and Contractor Agreements

All contracts with contractors and design professionals for improvements, repairs, replacements and/or renovations to the Theater Property shall be in writing, shall contain terms and conditions consistent with all applicable laws and with the terms of this Agreement, shall expressly list the County as an intended third-party beneficiary to such contract, and shall require that the contractor/consultant and all of its subcontractors/subconsultants indemnify the County in the same manner and to the same extent that the Fantasy Theatre Factory indemnifies the County herein. Fantasy Theatre Factory shall provide a copy of each such contract to the County upon the County's request.

B.2.5. Ownership of Plans

All construction documents, plans, specifications, drawings, models, samples and the like produced or developed in connection with the planning, design and construction of the Theater Property or any portion thereof are and/or shall be, as the case may be, the sole property of the County, subject to the right of Fantasy Theatre Factory to utilize same during the term of this Agreement. Fantasy Theatre Factory shall provide the County with as-builts for any construction, renovation, repair, improvements and/or additions undertaken during the term of this Agreement.

B.2.6. Liens

Fantasy Theatre Factory shall cause any construction, renovation, repair, improvements and/or additions to the Theater Property to be constructed free and clear of any and all liens, encumbrances, security interests, pledges, claims in, to, against or in any way applicable to any portion of the Theater Property ("Liens"). In the event a Lien is filed on the Theater Property, Fantasy Theatre Factory shall cause said Lien to be satisfied or transferred to appropriate bond within 30 days following the recording of such Lien. If Fantasy Theatre Factory does not satisfy or transfer to appropriate bond any such Lien within 30 days of recording, the County shall have the right, but not the obligation to cause the Lien to be released by any means the County deems proper, including, without limitation, payment of the Lien. All reasonable sums paid and expenses incurred by the County in connection with releasing a Lien, including, without limitation, reasonable attorneys' fees and costs, shall be payable by Fantasy Theatre Factory to the County upon demand plus interest at the Prime Rate computed from the date any such sum was paid by the County. In addition, Fantasy Theatre Factory shall indemnify, defend and hold harmless the County with respect to all Liens on the Theater Property incurred or permitted by Fantasy Theatre Factory if same are not satisfied or transferred to appropriate bond within 30 days of recording.

B.2.7 Payment for Improvements

Fantasy Theatre Factory shall implement County-approved improvements at its sole cost and expense and shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Fantasy Theatre Factory and/or its contractor, and shall obtain and deliver to the County "releases" or waivers of liens from all parties doing work on or about the Theater Property, along with an affidavit from Fantasy Theatre Factory stating that all bills and/or invoices have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work.

B.3 FURNISHING, FIXTURES, AND EQUIPMENT INSTALLED BY FANTASY THEATRE FACTORY

Fantasy Theatre Factory shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the Theater that have not been installed by the County. All furnishings, fixtures and equipment acquired for the Theater shall be of a high quality, and as good as or better than that what is found at similar facilities. Fantasy Theatre Factory shall afford the County the opportunity to review and comment upon in

advance the selection of all furnishings, fixtures and equipment for the Theater. Fantasy Theatre Factory shall obtain the written approval from the County for any alterations or modifications to the Theater necessary for the installation of any furnishings, fixtures, and/or equipment. Following the installation of any additional equipment, furnishing, fixtures, and improvements which the County shall review from time to time, Fantasy Theatre Factory shall provide to the County a statement setting forth a complete description of the specific equipment, furnishings, fixtures, and/or improvements and the date upon which the installation of such equipment, furnishings, fixtures, and/or improvements were installed and/or completed, and their respective costs. Fantasy Theatre Factory agrees that all equipment, furnishings, fixtures, and improvements provided shall meet or exceed the requirements of all applicable building, fire, pollution, and other related codes. Upon the expiration or early termination of this Agreement, Fantasy Theatre Factory reserves the right to remove the furnishings and equipment provided and paid for by Fantasy Theatre Factory with non-County funds, so long as the removal of such furnishings and equipment will not result in damage to the Theater Property, and so long as the furnishings and equipment are not otherwise subject to any type of lien, encumbrance, and/or obligation under this Agreement.

B.4 SIGNS

Fantasy Theatre Factory shall maintain all signage in good condition and appearance. Any changes, additions, and/or alterations to permanent exterior sign(s) on the Theater Property, including, but not limited to, any monument, sign, marquee, etc., must first be approved in writing by the County and the Sublessor, and any cost of painting, production, and/or installation shall be paid by Fantasy Theatre Factory. Said permanent signage, including any decoration, lettering, advertising material, or any other thing of any kind or nature, must also be pre-approved by the County and by the Sublessor, in addition to any and all other governmental authorities having jurisdiction over the Theater Property. Fantasy Theatre Factory shall submit detailed drawings to the County and Sublessor of any proposed signage or change of signage. The County's approval must be by the County Mayor, or the County Mayor's designee. Any damage or unsightly condition caused to the Theater Property because of, or due to, said signs, shall be satisfactorily corrected or repaired by Fantasy Theatre Factory, to the County's satisfaction, at Fantasy Theatre Factory's sole cost and expense.

C. OPERATIONS AND MANAGEMENT OF THE THEATER

C.1 COUNTY RIGHTS AND OBLIGATIONS

C.1.1 County-funded Repairs

The County shall provide funding for structural repairs, as may be required, to the roof and exterior envelope of the Theater, subject to an annual budgeted allocation adopted by the Board of County Commissioners in the Board's sole and absolute discretion. Repairs required to the roof and/or the exterior envelope of the Theater required as a result of acts of Fantasy Theatre Factory, its employees, vendors, licensees, etc., or that are the result of Fantasy Theatre Factory's failure to perform routine maintenance of these building systems, shall be the responsibility of Fantasy Theatre Factory. Fantasy Theatre Factory shall provide the County with a recommended capital repair budget and necessary list of repairs as part of its annual budget submittal to the County as set forth in Section C.2.

C.1.2 County Inspections and Right of Entry

The County shall have the authority to make periodic reasonable inspections of the Theater and its operations, along with any and all equipment, furnishings, fixtures and/or improvements during the normal operating hours thereof to determine whether Fantasy Theatre Factory is operating in compliance with the terms and provisions of this Agreement. The County shall have the right to enter the Theater Property to make emergency repairs, alterations, replacements, or improvements, as the County deems necessary, but the County assumes no obligation to make any such repairs, alterations, replacements, or improvements, other

than those expressly provided for in this Agreement.

C.2 FANTASY THEATRE FACTORY RIGHTS AND OBLIGATIONS

C.2.1 Permitted Uses and Equal Access

The County grants to Fantasy Theatre Factory the exclusive rights to, and Fantasy Theatre Factory agrees to, use, manage, and operate the Theater as a facility primarily for the presentation of performing arts, cultural, recreational, and educational activities including The M Ensemble's use of the Theater, as Resident Theater Company. Fantasy Theatre Factory acknowledges and agrees that the Theater shall be utilized for the benefit of the public and community interest and welfare. Fantasy Theatre Factory agrees to keep the Theater open and properly and safely maintained for all Miami-Dade County residents and to allow all Miami-Dade County residents equal access and use of the Theater and not discriminate when charging facility admission fees. Fantasy Theatre Factory shall not use, operate, manage, suffer the use of or permit the use of the Theater or any part thereof in any manner, or anything done therein or brought or kept therein, which would in any way: (i) violate any legal requirement or insurance requirements; or (ii) impair any of the County's right or interest in the Theater Property.

C.2.2 Commencement of Obligations

Fantasy Theatre Factory shall commence operations and management of the Theater on the Effective Date. Fantasy Theatre Factory shall thereafter continuously and uninterruptedly use, operate and maintain the Theater for the purposes outlined in this Agreement until the expiration or earlier termination of this Agreement. Fantasy Theatre Factory shall not discontinue its operations for any consecutive period of thirty (30) days or more without the prior written consent of the County via its County Mayor or Mayor's designee. Any failure of Fantasy Theatre Factory to continue its operations, as set forth herein, shall be deemed an event of default and, as a result thereof, this Agreement may be terminated.

C.2.3 Quality of Services

Fantasy Theatre Factory shall operate and manage the Theater on behalf of the County using the highest degree of professionalism. Fantasy Theatre Factory shall have at the Theater adequately trained personnel and staff to provide services to customers, users, patrons, visitors and/or guests. Fantasy Theatre Factory shall have sole artistic control over its theater programming, educational and outreach activities and other events that it presents. If any governmental approvals, licenses or permits shall be required for the proper and/or lawful conduct, operations and/or management of the Theater, then Fantasy Theatre Factory shall, at its expense, duly procure and thereafter maintain such license or permit and shall at all times comply with the terms and conditions of such permit or license.

C.2.4 Maintenance and Utilities

C.2.4.1 All repairs, maintenance, refurbishment and redecoration of the Theater shall be the obligation of Fantasy Theatre Factory, excepting those items outlined in Section C.1, which shall be the responsibility of the County. Fantasy Theatre Factory shall provide and shall be solely responsible for the cost and expense to use, keep, maintain, and repair the Theater, including its immediately surrounding grounds. Fantasy Theatre Factory's obligations shall include, but not be limited to: maintenance, cleaning and upkeep of all building systems, janitorial services, pest extermination, sewer, trash and garbage collection services, utilities, electric, fire alarm, cable, phone, internet, and security services, etc. Upon failure of Fantasy Theatre Factory to maintain the Theater as required by this Agreement, the County may, after thirty (30) days' written notice to Fantasy Theatre Factory from the County Mayor or Mayor's designee, or sooner if deemed an emergency, enter the Theater and perform any maintenance or repair necessary to safeguard the County's interest and shall bill the cost thereof to Fantasy Theatre Factory.

C.2.4.2 Pursuant to the County's Sub-Sublease agreement with Seventh Avenue I, Ltd., the County shall

contribute to the on-going maintenance, insurance and utility expenses associated with the parking garage an amount equal to 25.6% of the annual expenses incurred by Seventh Avenue I, Ltd., for the maintenance of the garage. Fantasy Theatre Factory shall be responsible for such payment as part of the operation and maintenance of the theater. Detailed invoices are expected to be received by the County from Seventh Avenue I, Ltd. within 60 days following the end of each calendar year (the first partial calendar year shall be combined with the first full calendar year). Payment to the County shall be made within 30 days of Fantasy Theater Factory receiving a copy of the detailed invoice from the County.

C.2.5 Pro-Forma and Annual Budget

Fantasy Theatre Factory shall prepare a detailed operating budget for the first year of operations of the Theater which shall be subject to the review by the County Mayor, or the Mayor's designee. Fantasy Theatre Factory shall submit to the County by February 1st of each year the entire annual operating budget for the Theater, including all classes of revenues and expenditures, for the coming fiscal year, including funds requested from the County to help address operational costs and a recommended capital repair budget and necessary list of repairs in accordance with Section C.1.1. County funding support is subject to annual budgeted allocation(s) as may be available and adopted by the Board of County Commissioners in the Board's sole and absolute discretion. Fantasy Theatre Factory shall submit to the County annual reports and annual independent audits conducted by a Certified Public Accountant on or before December 31st of each year for the most recently completed fiscal year. Annual reports shall consist of (a) a summary of the programming and marketing activities of Fantasy Theatre Factory; (b) a balance sheet; (c) a statement of revenues and expenditures; and (d) a statement of changes in fund balance since the prior submittal.

C.2.6 Fees and Revenues

The County shall not be entitled to keep any revenues received by Fantasy Theatre Factory from the rental of spaces in, or use of, the Theater, the sale of tickets by Fantasy Theatre Factory, revenues from concession sales, and any other revenue generated by Fantasy Theatre Factory. Neither the County nor Fantasy Theatre Factory shall be entitled to any rental, management or operating fees from the other for the use, operation and management of the Theater, nor shall the County establish any admission charges or fees for the Theater. Fantasy Theatre Factory shall establish ticket prices, concession sales rates and all other fees and rates incidental to the operation of the Theater consistent with sound management practices and with the objectives of maintaining a balanced budget and presenting programs and activities that are affordable to the public.

C.2.7 Operational Responsibilities

Fantasy Theatre Factory shall provide all theater and property management, accounting, advertising, public relations and legal services required for the operations of the Theater. It is the intent of the Parties that Fantasy Theatre Factory will have authority and responsibility over the day-to-day operation of the Theater and all activities occurring there, and that it shall use the revenue generated by the use of the Theater and funds requested from the County to help address operational costs to pay the expenses associated with the operations of the Theater. Fantasy Theatre Factory shall apply for available state, federal and private grant money to help pay for these expenses. Fantasy Theatre Factory shall have the exclusive authority to determine space allocation and scheduling within the Theater. All contracts, licenses and agreements entered into by Fantasy Theatre Factory in connection with the management of the Theater shall be in its own name.

C.2.8 Obligations and Debt

Fantasy Theatre Factory shall be responsible for the collection of unpaid obligations due as a result of the use or operation of the Theater and the County shall have no responsibility therefore. Fantasy Theatre Factory shall not cause any liens or encumbrances to be placed on the Theater Property and shall not be entitled to use the Theater Property or any fixtures, furniture or equipment of the Theater provided and/or paid for by the County as security for any loan or indebtedness.

C.2.9 Taxes

Fantasy Theatre Factory acknowledges and agrees that if at any time during the term of this Agreement, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed or otherwise imposed on the Theater, then Fantasy Theatre Factory shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition and/or excise. Fantasy Theatre Factory acknowledges and agrees that it shall be solely responsible for any and all applicable sales and use taxes arising out of performances or events at the Theater and all other applicable taxes relating to its operation and management of the Theater and it shall also be responsible for all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind or nature, owned by or placed in, upon or about the Theater by Fantasy Theatre Factory.

C.2.10. Assets: Ownership, Care, Disposal

All equipment, furniture and other items of personal property at the Theater (1) paid for with County funds, (2) necessary for the proper functioning of a theater or exhibition hall, or (3) listed by the County on its inventory of County property as a County asset, shall be owned by the County. Fantasy Theatre Factory has the exclusive right to use all such existing equipment, furniture, and other items of personal property at the Theater during the Term of the Agreement.

C.2.10.1. Fantasy Theatre Factory shall not sell or otherwise dispose of any County property; provided that, with respect to County personal property, Fantasy Theatre Factory may sell or dispose of the same if such property has been replaced by Fantasy Theatre Factory with property which is either the equivalent or an upgrade of the replaced property and such newly purchased property shall at all times be considered County property.

C.2.10.2. Fantasy Theatre Factory shall maintain a detailed inventory of all County-owned personal property and equipment in the Theater in accordance with applicable law, including, but not limited to, the applicable provisions of Chapter 274, Florida Statutes and Sections 691-73.001–691-73.006, Florida Administrative Code, and Administrative Order 8-2, all as amended from time to time (the “Inventory”), and deliver a copy of the Inventory to the County. The Inventory shall be maintained and updated (annually) throughout the term, and copies of the updated Inventory shall be provided to the County upon the County’s request. Upon the expiration or earlier termination of this Agreement, Fantasy Theatre Factory and the County shall prepare a final Inventory, and Fantasy Theatre Factory shall explain to the County any discrepancies between the most recent Inventory (prior to termination or expiration) and the final Inventory. To the extent the final Inventory discloses missing items (other than items that became unusable, were consumed or otherwise disposed of in accordance with the terms of this Agreement during the last year of the term, or were reported to law enforcement as stolen) the County may, at its sole discretion, require Fantasy Theatre Factory to pay the County an amount equal to the depreciated value of the missing items. The County shall mark all items of Inventory in accordance with applicable law, including, but not limited to, the applicable provisions of Section 691-73.004, Florida Administrative Code, as amended from time to time. The County’s personal property and equipment shall be disposed of in accordance with Section 2-11.2.1 of the Code and Administrative Order 8-2.

C.2.11 Security for Theater Events

Fantasy Theater Factory shall, at its cost, procure and provide adequate security to protect the safety of theater patrons, guests, and invitees of the Theater during all events which are

open to the public and occurring at the Theater Property, whether in the form of on-duty police, off-duty police or private security patrol. In no event shall the County have any responsibility or liability for harm to Theater patrons, tenants, guests, invitees, etc., or damage to property, occurring as a result of Fantasy Theater Factory's failure to provide security which is adequately and reasonably designed to ensure the safety of the public.

D. INSURANCE AND INDEMNIFICATION

D.1 ACTS OF OTHERS

The County shall not be responsible or liable to Fantasy Theatre Factory, or to those claiming by, through or under Fantasy Theatre Factory, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming to or upon the Theater or the surrounding grounds for any loss or damage resulting to such entity or to Fantasy Theatre Factory for themselves or for personal property from actions or activity by such person(s) or entities at the Theater Property. Further, the County shall not be responsible or liable to Fantasy Theatre Factory, or to those claiming by, through or under Fantasy Theatre Factory, for any loss or damage which may be occasioned or caused by actions or inactions which are the direct or indirect cause of any breaking, bursting, stoppage, or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines.

D.2 INSURANCE REQUIREMENTS FOR FANTASY THEATRE FACTORY

D.2.1 Throughout the term of this Agreement, Fantasy Theatre Factory shall maintain in force the following insurance and shall furnish to Miami-Dade County, Department of Cultural Affairs, 111 N.W. 1st Street, Suite 625, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of Fantasy Theatre Factory as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis including products liability and liquor liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

D.2.2 Miami-Dade County will not be responsible for damage to contents owned by Fantasy Theater Factory or improvements to the Theater that Fantasy Theater Factory makes that are not intended to be permanent.

D.2.3 All Policies must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Miami-Dade County.

D.2.4 All Policies must include a Waiver of all Rights of Subrogation against Miami-Dade County.

D.2.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

D.2.6 Pursuant to the County's Sub-Sublease agreement with Seventh Avenue I, Ltd., the County shall pay that portion of the annual insurance premium on the Center that is allocable to the insurance value of the theater. Fantasy Theatre Factory shall be responsible for the payment of such insurance payment as part of the operation and maintenance of the theater. Payment to the County shall be made within 60 days of Fantasy Theater Factory receiving a copy of the detailed invoice for the annual premium from the County.

D.3 INDEMNIFICATION

Fantasy Theatre Factory shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Fantasy Theatre Factory or its employees, agents, servants, partners, principals or subcontractors. Fantasy Theatre Factory shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Fantasy Theatre Factory expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Fantasy Theatre Factory shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County does hereby agree to indemnify and hold harmless Fantasy Theatre Factory to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify Fantasy Theatre Factory from any liability or claim arising out of the negligent performance or failure of performance of Fantasy Theatre Factory or any unrelated third party.

E. FANTASY THEATRE FACTORY EVENTS OF DEFAULT

Any of the following situations shall be an event of Default:

- (1) A material failure to observe any provision of this Agreement;
- (2) Failure to properly or adequately maintain and secure the Theater;
- (3) Failure to remedy any condition posing a threat to the health or safety of the public;
- (4) Failure to provide annual seasons of quality theatrical and performing arts events and education and outreach activities for the benefit of the residents of and visitors to Miami-Dade County; provided, however, that Fantasy Theatre Factory shall not be held responsible for hurricanes, Acts of God, civil insurrections or

riots;

(5) Failure of Fantasy Theatre Factory to remain solvent or to operate the Theater in a fiscally responsible manner; and/or

(6) Failure of Fantasy Theatre Factory to observe any other covenant or obligation set forth in this Agreement or to operate and manage the Theater in compliance with all federal, state, and local laws.

F. TERMINATION

F.1 TERMINATION FOR CONVENIENCE

Fantasy Theatre Factory may terminate this Agreement for its convenience upon ninety (90) days' prior written notice to the County at any time after the Effective Date. The County, through the Mayor or the Mayor's designee, may terminate this Agreement for its convenience upon two-hundred and seventy (90) days' prior written notice to Fantasy Theatre Factory at any time after the Effective Date.

F.2 COUNTY TERMINATION FOR DEFAULT BY FANTASY THEATRE FACTORY

If an event of Default as set forth in Article E has occurred and Fantasy Theatre Factory has not begun to cure the default within fifteen (15) days after the County furnishes written notice of the Default, then the County shall institute the Dispute Resolution Procedure described in Section F.3. If a resolution satisfactory to the County Mayor is not achieved as a result of the Dispute Resolution Procedure, then the County may terminate this Agreement upon sixty (60) days prior written notice to Fantasy Theatre Factory. Fantasy Theatre Factory may appeal this termination, within fifteen (15) days, to the Chief Judge of the 11th Circuit Court.

F.3 DISPUTE RESOLUTION PROCEDURE

In the event the County and Fantasy Theatre Factory are unable to resolve their differences concerning any dispute or claim arising under or relating to the Agreement, except those that may arise pursuant to the provisions of Section A.7 of this Agreement relating to public records, (referred to as a "Dispute"), either Fantasy Theatre Factory or the County may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder. Pending final decision of a Dispute hereunder, Fantasy Theatre Factory shall proceed diligently with the performance of the Agreement.

Any and all Disputes shall be decided by a designee ("Hearing Officer") appointed by the Director of the Department of Cultural Affairs, or successor County Department ("Director"). The designee can be any individual selected by the Director, including but not limited to the Director himself, another County employee, an expert in the subject area of the Dispute, an attorney experienced in arbitrations, or a retired judge. The Director shall select and appoint the Hearing Officer upon a timely request made under this Section for the initiation of the Dispute.

As soon as practicable, the Hearing Officer shall adopt a schedule for Fantasy Theatre Factory and the County to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Hearing Officer shall afford each party an opportunity to present a maximum of one hour of argument. The Hearing Officer may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Agreement. As part of such decision, the Hearing Officer shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Hearing Officer shall have the authority to rule on questions of law, including disputes over Agreement interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Hearing Officer is authorized by both parties to strike elements of claims

seeking relief or damages not available under the Agreement (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

In the event that the Hearing Officer determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Hearing Officer at his reasonable discretion.

No formal discovery shall be allowed in connection with any proceeding under this Section. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this Agreement shall remain in force and effect throughout the proceeding. The Hearing Officer shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this Agreement shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.

The Hearing Officer shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or claims. The decision of the Hearing Officer shall be conclusive, final and binding on the parties.

If either party wishes to contest the decision of the Hearing Officer, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Hearing Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

F.4 EFFECT OF TERMINATION

Upon termination, the Theater and all its fixtures, furnishings and equipment belonging to the County shall be returned to the care and custody of the County. All personal property and assets of Fantasy Theatre Factory shall be removed by Fantasy Theatre Factory from the Theater upon termination.

G. INSPECTOR GENERAL

G.1 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews on all County contracts, throughout the duration of said contracts. Upon written notice from the County, Fantasy Theatre Factory shall make available to the IG, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IG services, and under no circumstance shall Fantasy Theatre Factory's costs or expenses, be inclusive of any charges relating to these IG services. Any reasonable and necessary copies required by the IG shall be made at the IG's expense. The terms of this provision

herein, apply to Fantasy Theatre Factory, its officers, agents, and employees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Fantasy Theatre Factory in connection with this Agreement. The terms of this Article shall not impose any liability on the County by Fantasy Theatre Factory or any third party.

G.2 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. The IPSIG may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Parties in connection with this Agreement.

H. MISCELLANEOUS PROVISIONS

H.1 NOTICES

When any notice is required to be given by this Agreement, it shall be delivered by certified mail, return receipt requested to the parties at the addresses listed below, or such other address as is furnished in writing to the other party:

To the County:
Miami-Dade County

County Mayor
111 N.W. 1 Street, Suite 2920
Miami, Florida 33128

copy to:
Miami-Dade County

County Attorney
111 N.W. 1 Street, Suite 2920
Miami, Florida 33128

To Fantasy Theatre Factory:

Chair/President, Fantasy Theatre Factory, Inc.
6101 NW 7th Avenue
Miami, FL 33127

H.2 INDEPENDENT CONTRACTOR RELATIONSHIP

The County and Fantasy Theatre Factory acknowledge and agree that they are independent entities and neither Fantasy Theatre Factory nor any of its employees or officers shall be considered employees, agents or officers of the County.

H.3 COUNTY AS SOVEREIGN

The Parties understand and expressly hereby agree that the Theater Property may be subject to various governmental considerations and approvals that are outside of the terms and conditions of this Agreement. Such considerations and approvals may be processed or considered by one or various agencies and/or departments of the County in the normal course of business for those agencies and/or departments. The parties agree that the County shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers.

H.4 RULES AND REGULATIONS

Fantasy Theatre Factory will observe, obey, and comply with all rules and regulations adopted and/or implemented by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Fantasy Theatre Factory's operations

under this Agreement. Failure to do so will constitute a breach of this Agreement.

H.5 HEADINGS

The headings of the various paragraphs and sections, and the references to paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context, or intent of this Agreement, or any part or parts of this Agreement.

H.6 ENTIRETY OF AGREEMENT

This Agreement along with the documents referenced herein constitute the entire, fully integrated Agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the Parties with respect thereto. This Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by laws of the State of Florida without application of conflict of laws principles.

H.7 AMENDMENT

This Agreement may be amended by written document approved by the Board of Directors of Fantasy Theatre Factory and approved by the Board of County Commissioners by Resolution duly adopted and executed by the County Mayor or Mayor's designee.

H.8 NO WAIVER OF RIGHT TO ENFORCE

The waiver by the County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by the County, unless such waiver is in writing by the County, and there shall not be any accord and satisfaction unless expressed in writing and signed by both the County and Fantasy Theatre Factory. Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver.

H.9 SAVINGS CLAUSE

In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to any extent, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

H.10 CHOICE OF VENUE

Any litigation between the County and Fantasy Theatre Factory relating in any way to this Agreement shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

H.11 SURVIVAL

The parties acknowledge that many of the obligations in this Agreement will survive the term, termination and/or cancellation hereof. Accordingly, the respective obligations of Fantasy Theatre Factory and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers as of the date first set forth above.

(corporate seal)



FANTASY THEATRE FACTORY, INC.

By: _____
Producing Artistic Director

ATTEST:

By: _____
Secretary

Legal sufficiency

County Attorney

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

(SEAL)