

**AGREEMENT BETWEEN
HILLSBOROUGH COUNTY
AND
THE FRIENDS OF THE CARROLLWOOD CULTURAL CENTER
FOR THE MANAGEMENT & OPERATION OF
THE CARROLLWOOD CULTURAL CENTER**

THIS AGREEMENT ("Agreement") is made and entered into by and between the **Board of County Commissioners of Hillsborough County, Florida** (the "County"), a political subdivision of the State of Florida on behalf of the Hillsborough County Parks, Recreation and Conservation Department (the "Parks Department"), and the **Friends of the Carrollwood Cultural Center** (the "Friends"), a 501(c)(3) tax exempt Florida not-for-profit corporation.

Recitals:

WHEREAS, the Carrollwood Cultural Center (the "CCC") is a County-owned facility located at 13335 Casey Road, Tampa, Florida 33618, consisting of a main building, annex facility and surrounding grounds;

WHEREAS, the purpose of the CCC is to provide cultural and educational activities and opportunities for the public, in keeping with the County's cultural programming for all citizens and visitors;

WHEREAS, the County operates, maintains and promotes the CCC through the Parks Department; and

WHEREAS, the County and Friends wish to enter into an agreement providing for the management, operation and promotion of the CCC by Friends.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties herein do hereby agree as follows:

Agreement:

1. Term and Termination

- 1.1 **Term:** This Agreement will commence on the Effective Date and will be for an initial term of five (5) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional five (5) year terms unless and until the Agreement is terminated by either party. The Initial Term and any subsequent renewal terms shall collectively be referred to as the "Term" of this Agreement.

- 1.2 Termination: Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party.
- 1.3 Removal of Property: Upon termination of this Agreement, Friends shall have thirty (30) business days from the effective date of termination to remove any and all non-fixture property belonging to Friends from the CCC and vacate the CCC. Friends shall leave the CCC and all property belonging to the County in clean and good condition, less normal wear and tear.

2. Consideration

2.1 Management Fees:

(a) Years One (1) and Two (2) - For the first and second years of the Initial Term of this Agreement, the County will pay the Friends a fee in the amount of Three Hundred Eighty Thousand Dollars (\$380,000.00) for the management, operation and promotion of the CCC and the CCC events and activities (the "Management Fee(s)").

Year One shall begin on the Effective Date of this Agreement and end nine (9) months thereafter. The Management Fee paid to Friends for Year One shall be for the purpose of off-setting any start up costs associated with the management and operation of the CCC and for the initial marketing and promotion of the CCC by Friends. The first payment for Year One under this Agreement shall be due ten (10) days from the Effective Date of this Agreement and shall total One Hundred Ninety Thousand Dollars (\$190,000.00). The remaining payments due for Year One shall be made in two (2) equal quarterly installments (every three months) of Ninety Five Thousand Dollars (\$95,000.00).

The Management Fee paid to Friends for Year Two shall be payable on a quarterly basis (every three months) in equal installments of Ninety Five Thousand Dollars (\$95,000.00) plus any applicable Market Equity Increases (defined below).

** Year One of this Agreement shall be the only year that runs for nine (9) months. All the remaining years under this Agreement shall be twelve (12) month years.

(b) Years Three (3), Four (4) and Five (5) - For the third, fourth and fifth years of the Initial Term of this Agreement, the Management Fees shall be reduced and off-set in accordance with the revenue sharing arrangements set forth in Subsections 2.3(b), (c) and (d) below. Such Management Fees shall be payable on a quarterly basis (every three months) in equal installments plus any applicable Market Equity Increases (defined below).

2.2 Market Equity Increases: For years two (2) through five (5) of the Initial Term of this Agreement, the Management Fee shall be increased per year at the rate equal to the market

equity/cost of living increase received by the County's departments ("Market Equity Increase(s)").

- 2.3 Revenue Sharing: In addition to the consideration set forth in Section 2.1 above, the Friends will receive additional consideration in the form of a revenue-sharing arrangement based on revenue generated by any classes, performance, events, and activities held at the CCC and revenues generated by rental of the CCC facilities to the public/third parties through the Friends.

The following is the revenue-sharing arrangement for the Initial Term of this Agreement. For the purpose of this Agreement, "Direct Net Revenue" shall be defined as the gross revenue generated by the applicable event, activity, class, performance and rental less any expenses directly related to such event, activity, class, performance or rental (which may include, but is not limited to, instructor expenses, performer/artist expenses, special security expenses, etc.). In addition to the above-mentioned direct expenses, the Friends will deduct from the Direct Net Revenue an allowance for administrative expenses equal to Fifteen Percent (15%) of the Friends' employee compensation plus administrative expenses incurred by the CCC for the applicable period, plus the entire amount of any cash contributions to the CCC's operating income in the form of outright gifts, grants and scholarship funds raised by the Friends in its role as a support organization for the CCC, but excluding any portion of monies/funds derived from the Naming Rights set forth in Section 10 of this Agreement (the foregoing shall be referred to collectively as the "Adjusted Net Revenue"). The Friends will then make the resulting distribution of the Adjusted Net Revenue as follows:

- (a) Year One (1) and Year Two (2) – For the first and second years of the Initial Term of this Agreement, the Friends shall retain One Hundred Percent (100%) of the Adjusted Net Revenue generated by the Friends from any events, activities, classes, performances and rentals of the CCC. The purpose of the Friends's retention of 100% of the Adjusted Net Revenue is to partially off-set the start-up costs related to the marketing and promotion of the CCC by the Friends.
- (b) Year Three (3) – For the third year of the Initial Term of this Agreement, the Friends shall retain One Hundred Percent (100%) of the Adjusted Net Revenue generated in the third year by the Friends from any events, activities, classes, performances and rentals of the CCC. The Management Fee for the third year of the Initial Term shall be reduced by the amount of Forty Percent (40%) of the Adjusted Net Revenue generated in the second year of the Initial Term of this Agreement.
- (c) Year Four (4) – For the fourth year of the Initial Term of this Agreement, the Friends shall retain One Hundred Percent (100%) of the Adjusted Net Revenue generated in the fourth year by the Friends from any events, activities, classes, performances and rentals of the CCC. The Management Fee for the fourth year of the Initial Term shall be reduced

by the amount of Fifty Percent (50%) of the Adjusted Net Revenue generated in the third year of the Initial Term of this Agreement.

- (d) Year Five (5) - For the fifth year of the Initial Term of this Agreement, the Friends shall retain One Hundred Percent (100%) of the Adjusted Net Revenue generated in the fifth year by the Friends from any events, activities, classes, performances and rentals of the CCC. The Management Fee for the fifth year of the Initial Term shall be reduced by the amount of Fifty Percent (50%) of the Adjusted Net Revenue generated in the fourth year of the Initial Term of this Agreement.

- 2.4 Management Fees and Revenue Sharing Arrangements for Subsequent Renewal Terms: The Management Fees and revenue-sharing arrangement for any subsequent renewal terms of this Agreement shall be agreed to in writing between the Friends and the Director of the Parks Department prior to the commencement of such renewal terms.

3. Management and Operation of the CCC

- 3.1 General: The Friends will be responsible for the day-to-day management and operation of the CCC and shall work in coordination with the Director of the Parks Department or his/her designee as needed.
- 3.2 Employment of Needed Personnel: The Friends will employ all needed CCC personnel, including, but not limited to, the CCC Manager, artists, performers, independent contractors, and other staff.
- 3.3 Advice and Planning: The County shall work with the Friends in developing proposed policies, activities, improvements and long-range planning for the CCC. The Friends shall also advise and inform the Parks Department and/or the County on CCC-related matters when requested to do so. Such policies, activities, improvements and planning must be in keeping with the County's cultural programming and shall be subject to the prior written approval of the Director of the Parks Department and/or the Hillsborough County Board of County Commissioners, as appropriate, and in accordance with the County's policies.
- 3.4 Events and Activities:
- (a) The Friends shall be responsible for developing, procuring, implementing and managing programs, events, activities, classes and performances to be held at the CCC with emphasis on the County's cultural programming ("Events and Activities").
 - (b) The Friends shall have the discretion to determine the fees and rates charged for such Events and Activities on the condition that such fees/rates are reasonable and market-driven. In the event it is determined that such fees/rates are not reasonable and market

driven, then the Director of the Parks Department shall have the right to determine such fees/rates.

- (c) The Friends shall retain the revenues generated from the Events and Activities in accordance with the revenue sharing arrangement set forth in Section 2 of this Agreement.

3.5 Rental of CCC Facilities to Public/Third Parties:

- (a) The Friends shall be responsible for procuring and managing the rental/use of the CCC facilities by members of the public and/or third parties for use of the CCC for appropriate and approved events and activities in order to develop the CCC as a community resource and to emphasize the County's cultural programming.
- (b) The Friends shall use County-approved Use Agreements/Rental Agreements in procuring such rentals/use commitments of the CCC.
- (c) The Friends shall have the discretion to determine the fees and rates charged for such rentals/use of the CCC facilities on the condition that such fees/rates are reasonable and market-driven. In the event it is determined that such fees/rates are not reasonable and market driven, then the Director of the Parks Department shall have the right to determine such fees/rates.
- (d) The Friends shall retain the revenues generated from the rentals of the CCC facilities in accordance with the revenue sharing arrangement set forth in Section 2 of this Agreement.
- (e) Any use and/or rental of the CCC shall be in compliance with the County's policies, regulations and all applicable laws.

3.6 The CCC Manager:

- (a) The CCC Manager will be selected and employed by Friends and will be responsible for the day-to-day operations of the CCC and accountable to the Friends' Board of Directors.
- (b) The CCC Manager may, from time to time, receive advice and recommendations from the County in developing proposed activities, improvements, and planning for the CCC, and will use his/her best efforts to timely provide the County with budgets,

financial reports, policies, and any other information relating to the CCC which may be helpful in such planning.

- (c) The CCC Manager will use his/her best efforts to maintain regular, ongoing communication with the Director of the Parks Department; and may, when requested to do so, attend Board of County Commissioner meetings and any other meeting held by the County and/or the Parks Department.

3.7 Utilities: The County shall provide heat, electricity, water service and humidity control to meet adequate interior building conditions for the CCC and shall be responsible for the costs associated with such utility services.

3.8 Other Operational Expenses: The Friends shall be responsible for the CCC's other operational expenses, including, but not limited to, expenses of postage, telephones, cable, collection management, staff assistance and office management.

3.9 Custodial and Janitorial Maintenance: The Friends shall provide routine day-to-day custodial and janitorial maintenance of the CCC buildings and facilities.

3.10 Maintenance and Repairs of CCC Buildings, Grounds and Fixtures:

- (a) The County shall maintain all heating, ventilating, air-conditioning equipment and facilities for supplying heat, light, power, hot and cold water services to the CCC, and all drainage and waste pipes or facilities leading from the CCC, and those portions of all utility lines supplying said premises which are located outside the premises, unless such utility lines are maintained or repaired by utility companies.
- (b) The County shall be responsible for any repairs needed for the CCC structures/buildings and fixtures.
- (c) The County shall be responsible for all maintenance of the grounds on all County-owned property adjacent to the CCC.
- (d) The Friends shall notify the County, in writing, of any needed maintenance and/or repairs.
- (e) The County will, to the extent possible, schedule maintenance and repairs so as not to interfere with the CCC's operations and events.
- (f) The County shall not be liable for any damage arising from the County's failure to perform said maintenance and/or repairs.

3.11 Security: The Friends shall provide reasonable security for the protection of the CCC buildings, facilities and grounds, and shall be responsible for any special security needs associated with any Events and Activities held at the CCC.

3.12 Miscellaneous:

- (a) The Friends will use its best efforts to maintain a diverse pool of Board members, volunteers and employees, who can provide professional expertise specialized knowledge, and community experience in furtherance of the purposes of the CCC.
- (b) The Friends shall ensure that all employees, members and/or volunteers are attired in clothing appropriate for a wholesome family atmosphere while at the CCC facility.
- (c) The Friends shall use its best efforts to ensure the cultural integrity of all Events and Activities held at the CCC.
- (d) No event or activity shall be scheduled where there is activity using fire, chemicals or other substance that may in any way be deemed hazardous or dangerous without first obtaining the written permission of the Director of the Parks Department. Any hazardous chemicals or other substances that are required to be stored at the CCC, shall be properly handled and stored in accordance with all applicable federal, state and local laws and regulations. The Friends shall not permit the generation of or disposal of any hazardous substance or toxic materials in or on the CCC premises and/or grounds.
- (e) The CCC will not be used for any purpose outside the scope of the County's lawful purposes. All CCC operations will be conducted in accordance with the County's general policies, ordinances, regulations and all applicable federal, state and local laws.
- (f) The Friends shall not discriminate on the basis of color, race, national origin, age, gender, religion, handicap or martial status in its management and operation of the CCC; and shall not discriminate, in any manner whatsoever, against patrons of the CCC on the basis of race, color, national origin, religion, sex, age, handicap or marital status.
- (g) The Friends shall obtain all licenses and permits necessary for its management and operation of the CCC.

4. Marketing/Promotion of the CCC

The Friends shall aggressively market and promote the CCC throughout Hillsborough County and the State of Florida in keeping with the County's cultural programming.

5. Use of the CCC

- 5.1 Use by the County: The County shall be entitled to use of the CCC facilities, including the main facility, the annex facility and the CCC grounds, for meetings, events and activities hosted the County, the County's departments and/or the Board of County Commissioners. Such use shall be at no cost to the County, with the exception of any special or unique expenses associated with such use (e.g. special security needs, etc.). The County shall be entitled to such use of the CCC whenever there are no Events and Activities scheduled at the CCC facilities that the County wishes to use, and whenever such use does not conflict with any scheduled activities of the CCC.
- 5.2 Use by the Friends:
- (a) The Friends shall be entitled to use the CCC facilities, including the main facility, the annex facility and the CCC grounds, for various Events and Activities as set forth in this Agreement, and for the rental/use of such facilities to the public and/or third parties as set forth in this Agreement.
 - (b) The Friends shall be entitled to use the CCC Annex for its general and administrative office(s). Such office(s) shall be used solely for the purpose of managing, operating and supporting the CCC, including fundraising, housing a volunteer center, and any related use consistent with the Friends' purpose of supporting the CCC. Such use shall be at no cost to the Friends.
 - (c) The Friends may use the storage rooms or similar facilities within the CCC for the storage of equipment and supplies directly related to its management and operation of the CCC.
- 5.3 Scheduling of Events and Activities: The Friends shall generate and maintain an annual calendar listing the schedule of events, activities and programs to be held at the CCC by the County, the Friends and any other organizations (the "Annual Calendar"). Such Annual Calendar shall also include dates of rentals/use of the CCC by the public and/or third parties. The Friends shall update the Annual Calendar, if necessary, every other month, and shall provide the County with such updated Annual Calendar within five (5) business days of the update.

6. Right of Entry by the County

The County's authorized representatives shall have the right to enter the CCC premises and grounds at any time so long as the County's presence is not disruptive to the normal operations of the CCC.

7. Record Keeping and Audit Rights

- 7.1 Record Keeping: The Friends shall keep current and accurate records related to its management and operation of the CCC. Such records shall include, but are not limited to, expenses and costs associated with the management and operation of the CCC, documentation of the gross revenue, Direct Net Revenue and Adjusted Net Revenue generated by the Friends related to the Friends' operation of the CCC and any Events and Activities held at the CCC and/or for the benefit of the CCC, any other revenues generated from the Friends' operation of the CCC, and any applicable taxes. The Friends shall retain such records for at least five (5) years after the expiration or termination of this Agreement.
- 7.2 Annual Reports: Within Ninety (90) days of the end of each applicable year during the Term of this Agreement, the Friends shall furnish the County with an annual report showing the following: (a) all expenses and costs directly associated with the Friends' management and operation of the CCC for the applicable year, (b) all gross revenue, Direct Net Revenue and Adjusted Net Revenue generated by the Friends related to the Events and Activities held at the CCC and/or for the benefit of the CCC for the applicable year, (c) any other revenues or income generated from the Friends' operation of the CCC for the applicable year, and (d) a budget and estimate of anticipated revenues and expenses/costs related to the Friends' management and operation of the CCC for the upcoming year.
- 7.3 Annual Independent Audit: Within Ninety (90) days of the end of each applicable year during the Term of this Agreement, the Friends shall furnish the County with a copy of an annual independent audit of the Friends' financial condition for the applicable year.
- 7.4 Fiscal Years: The Friends and the County acknowledge and agree that the County's fiscal year ends on September 30th of each year, while the Friends' fiscal year ends on December 31st of each year. Accordingly, the Friends will submit to the County the Annual Report referenced in Section 7.2 above no later than December 31st of each year and the Annual Audit referenced in Section 7.3 above no later than May 31st of each year.
- 7.5 Right to Inspect Records and Right to Audit: During the Term of this Agreement and for five (5) years after the expiration or termination of this Agreement, the County shall have the right to inspect and/or audit the Friends' accounts, books and records relating to its management and operation of the CCC. Such inspection and/or audit may be conducted by County personnel and/or an independent auditor/inspector at the sole discretion of the County.

8. Taxes and Assessments

- 8.1 The Friends: The Friends shall be solely responsible for all taxes, fees, assessments and surcharges of any kind based on revenue, profits or sales derived by the Friends through its operation of the CCC. The Friends agrees to pay, when due, all taxes properly assessed against the Friends by the State of Florida and any other governmental entities in connection with the Friends' operation of the CCC.
- 8.2 The County: The County shall be solely responsible for the property taxes for the CCC facility/property and any other taxes related to the County's ownership of the CCC.

9. Authority to Enter into Contracts

- 9.1 The Friends acknowledges and agrees that it does not have the authority to enter into contracts on behalf of the County or the CCC, even if such contracts are for the sole benefit of the CCC. The Friends may enter into contracts for the benefit of the CCC only if (a) such contracts are solely between the Friends and the other party(ies) to the contract, and (b) such contracts do not financially or otherwise obligate or commit the County and/or the CCC in any way to the other party(ies) to the contract (other than as provided for herein).
- 9.2 This provision does not prohibit the Friends from entering into contracts on its own behalf, provided that such contracts do not obligate or commit the County or the CCC in any way (other than as provided for herein).
- 9.3 Contracts which obligate or commit the County or the CCC to a third party, whether such commitments/obligations are financial or otherwise, must receive prior approval by the Director of the Parks Department and/or the Board of County Commissioners (with the exception of contracts providing for use/rental of the CCC).

10. Naming Rights to the CCC

Pursuant to the August 16, 2006 approval by the Hillsborough County Board of County Commissioners and the "Naming Rights Policy for the CCC", which is attached hereto as Exhibit "A" and which is incorporated herein by reference, Friends has the authority to:

- (a) oversee the naming/sponsorship process of the CCC on behalf of the County; and
- (b) enter into naming rights agreements for the CCC with third party sponsors subject to the approval process set forth in the "Naming Rights Policy for the CCC."

11. Background Checks

The Friends shall be responsible for conducting or having background checks conducted on all volunteers/employees, instructors and/or presenters who will have direct contact with youth participants or invitees to the CCC. Such background checks shall be at the sole expense of the Friends. The purpose of said background checks is to determine if the volunteer/employee, instructor or presenter has a criminal history that could jeopardize the safety and welfare of any child participant or invitee. In the event a background check reveals a criminal history that could jeopardize the safety and welfare of a child participant/invitee, the Friends shall prohibit such person's entry onto the CCC and such person's participation in any and all of the Events and Activities. The Friends shall also provide the County with a copy of such background check within three (3) business days of the Friends' receipt of the background check along with a written confirmation of the Friends' actions to prevent such person's entry onto the CCC and to prevent such person's contact with youth participants/invitees. The Friends shall provide the County with copies of any and all background checks conducted within five (5) days of the Friends' receipt of such a request from the County.

12. Insurance Requirements

- 12.1 General - During the Term of this Agreement, the Friends agrees that it shall maintain, at its sole cost and expense Commercial General Liability insurance in full force and effect continually, which coverage requirements may be reasonably increased to meet the then - current and actual needs of the County and/or the Parks Department, as requested by the County. The insurance coverage shall be written on standard forms and placed with insurance carriers authorized by the Insurance Department of the State of Florida. The Friends shall fully and timely comply with all requirements and conditions imposed by the insurance policy and shall take no action that could, in any way, limit the County's or any of the additional insured's rights or coverages under said policy. The Friends acknowledges and agrees that it shall have said insurance in place and in effect on the Effective Date of this Agreement.
- 12.2 Policy Limits - Coverage shall be no more restrictive than provided for in the most current edition to the commercial general liability policy filed by the Insurance Service Office. Coverage shall provide a general aggregate limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. All coverage shall include broad form property damage and personal injury liability.
- 12.3 Additional Insureds - The policy for coverage shall include the County and its employees as insureds and shall provide for the separation of the insureds' interests such that the insurance applies separately to each insured against whom a claim is made or suit is brought.

- 12.4 Certificates of Insurance – A certificate of insurance (or a copy of the policy, if requested by the County) shall be furnished to the County no later than five (5) business days after the Effective Date of this Agreement.
- 12.5 Specialty Insurance - Any specialty insurance required for special events or specialized equipment, material and/or art work stored at the CCC shall be provided by the Friends at its sole expense and shall also name the County as an additional insured (an example of such specialty insurance includes, but is not limited to, Liquor Liability Insurance policy, etc.).

13. Property

- 13.1 Improvements and Modifications to the CCC: No improvements and/or modifications/alterations shall be made to the CCC structures, facilities and grounds without the prior written approval of the Director of the Parks Department. All improvements to the CCC shall be the property of the County.
- 13.2 Damage to County Property: The Friends shall not alter or damage the CCC and/or the County's property in any way. In the event that the Friends damages or alters the CCC's grounds, structures, facilities, fixtures or other County property (without the prior written approval of the County), whether willfully or accidentally, the Friends shall immediately and fully repair the damage/alteration or reimburse the County for such repair, at the sole discretion of the County.
- 13.3 Moveable Property of the County: Moveable property purchased by and/or donated to the County will remain the property of the County.
- 13.4 Moveable Property of the Friends: Moveable property purchased by and/or donated to the Friends and used at the CCC will remain the property of the Friends unless such property was purchased or donated for the benefit of the CCC and/or purchased or donated for use at the CCC, in which case, such property shall be the property of the County.
- 13.5 Inventory Records of Property: The County and the Friends will maintain accurate inventory records of their respective CCC property, including the source and nature of funding of the acquisition. Inventory records will be available for inspection at any reasonable time.

14. Indemnification

- 14.1 Indemnification by the Friends: To the extent permitted by law, the Friends shall defend, indemnify and hold harmless the County, its respective officers, directors, agents, employees, attorneys and assigns from and against any and all actions, claims, suits, damages, fines and liabilities arising directly or indirectly from the Friends' management, operation and use of the CCC.

- 14.2 Indemnification by the County: To the extent permitted by law, the County shall defend, indemnify and hold harmless the Friends, its respective officers, directors, agents, employees, attorneys and assigns from and against any and all actions, claims, suits, damages, fines and liabilities arising directly or indirectly from the County's maintenance and use of the CCC.

15. Amendments

This Agreement may not be amended unless such amendment is in writing and duly executed by the parties hereto.

16. Relationship of Parties

Nothing herein contained shall be deemed to constitute either of the parties hereto as a joint venture, partner or agent of the other, and neither party shall claim any status which is contrary to the terms of this Agreement.

17. Severability

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement will not be affected thereby.

18. Waiver of Provisions

No change, waiver or discharge hereof of the provisions in this Agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of other provisions or breaches of this Agreement.

19. Assignment

Neither party hereto may assign this Agreement or any part hereof or rights hereunder without the prior written consent of the other, and any attempt of assignment without such prior written consent shall be null and void. In the event of an assignment to which prior written consent has been given, all of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns.

20. Fiscal Non-Funding

Notwithstanding anything to the contrary contained in this Agreement, the continuation of this Agreement is contingent upon the appropriation of funds by the County to fulfill the requirements of this Agreement. In the event the County terminates this Agreement based on fiscal non-funding, then such termination shall be without penalty or expense to the County or the Friends, except for obligations that have arisen prior to the termination date.

21. Entire Agreement

This Agreement contains the final and entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

22. Governing Law

This Agreement shall be governed by the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this Agreement shall be in Hillsborough County, Florida.

23. Survival

The provisions of Sections 1.3, 7.1, 7.5, 8, 9, 13.2, 16, 17, 18, 21, 22, and 23 of this Agreement shall survive the termination or expiration of this Agreement.

24. Notices

All notices required under this Agreement shall be in writing and shall be sent by electronic mail (with receipt confirmation), facsimile (with receipt confirmation), registered or certified mail (with return receipt requested), or by overnight delivery to the applicable address set forth on the signature page of this Agreement:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date and year first written above.

Dated this 3RD day of January, 2008 (the "Effective Date")

the "County"

Hillsborough County, Florida

By: Ken Ayers
Chairman, Board of County Commissioners

Attest: PAT FRANK
Clerk of Circuit Court

By: Beverly Anne Miller
Deputy Clerk



the "Friends"

Friends of Carrollwood Cultural Center

By: Tom Jones
Print Name: Tom Jones
Title: PRESIDENT

Address for Notices to the County:
Hillsborough County Parks, Recreation
& Conservation Department:

Attn: _____

Address: _____

Phone: _____

Facsimile: _____

Address for Notices to the Friends:

Friends of Carrollwood Cultural
Center:

Attn: Tom Jones

Address: 13345 CROCEY RD
Tampa, FL 33618

Phone: 813-969-3991

Facsimile: 813-962-6648

APPROVED BY COUNTY ATTORNEY

BY [Signature]
Approved as to Form and Legal Sufficiency

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 08-0016