

Inter-office Communication

TO: Carl Harness
Assistant City Manager

DATE: November 2, 2001

FROM: Gwain A. Davis, Recreation Supervisor

SUBJ: Facility Use Agreements for Thelma Boltin Center with
Swing & Sway Dance Club and Old Time Dance Society

Following is a summary of our agreements with Swing & Sway Dance Club and the Old Time Dance Society:

SWING & SWAY

An agreement has been signed between Swing & Sway and the City of Gainesville. This agreement runs from October 1, 2001 through September 30, 2003.

In recognition of their long time use of the building, as part of the new agreement, they were allowed to keep their current reservations until December 2001. Starting in January 2002, Swing and Sway will change from alternate Fridays to a schedule of alternate Fridays and Thursdays. This will result in three Fridays now being available for the general public instead of two.

Further, we have "employed" them through this agreement to put on the dances. They will pay expenses of the bands, and other expenses, including insurance, and the City will provide the facility and a monitor at no charge. Swing & Sway has agreed to split in annual profits that exceed 125% of expenses with the City of Gainesville at 50% to each party. To accomplish this, Swing and Sway has also agreed to provide a monthly financial statement, reflecting membership dues and admissions collected.

Swing and Sway has also provided complimentary memberships that will be available to city residents, who will then be able to participate in these events without regard to costs.

OLD TIME DANCE SOCIETY

An agreement has been signed between Old time Dance Society and the City of Gainesville. This agreement runs from October 1, 2001 through September 30, 2003.

In recognition of their long time use of the building, as part of the new agreement, they were allowed to keep their current reservations until December 2001. Starting in January 2002, Old Time Dance will switch from first and third Saturdays, and instead will hold dances on the First Sunday and Third Saturday of each month. This will result in three (3) Saturdays each month being available for the general public instead of two.

Further, we have "employed" them through this agreement to put on the dances. They will pay expenses of the bands, and other expenses, including insurance, and the City will provide the facility and a monitor at no charge. Old Time Dance has agreed to split annual profits that exceed \$13,000 (approx, see contract) with the City of Gainesville at 50% to each party.

To accomplish this, Old Time Dance has also agreed to provide a monthly financial statement, reflecting membership dues, donations and admissions collected.

Old Time Dance has also provided complimentary memberships that will be available to city residents, who will then be able to participate in these events without regard to costs.

SUMMARY

For both groups, Swing & Sway, and Old Time Dance, we have agreed to meet in April 2003, six (6) months prior to the expiration of the agreements to begin negotiations on any future agreements. Both groups understand that the City will negotiate those agreements in terms that meet the needs of the programs and facilities at that time, and that some aspects of the current agreements may in fact change. The agreements were set at two years to accommodate the unique needs each group has in booking musical talent for blocks of time into the future. Dates and performance rates can be guaranteed by booking 6 to 12 months in advance.

We think these facility use agreements will be an asset to the city residents. These dances are a great resource of recreation and social entertainment for seniors and all those who enjoy swing era and old time music. These agreements will allow staff to maximize the number of weekend days available for spontaneous rentals, at the same time accommodating long time tenants of the building, and keeping those groups financially viable, all at the same time. We look forward to the next two years of dances offered by Swing & Sway, and Old Time Dance in the Thelma Boltin Center.

CH:GD:fb

132-850-2510/66-5120-41010

City of Gainesville
Recreation and Parks Department
1024 NE 14th Street, P.O. Box 490, Sta. 24, Gainesville, FL 32602

Long Term Facility Use Agreement

This agreement is made this 29th day of XX/XX/2001, by and between the City of Gainesville Recreation and Parks Department (hereinafter called "The Department") and Gainesville Oldtime Dance Society (hereinafter called "Lessee").

WITNESSETH

In consideration of the mutual covenants herein contained, The Department hereby allows the Lessee to use the Thelma Boitin Center center(s) located at 516 NE 2nd AV Gainesville FL 32601 under the following terms and conditions.

PERIOD OF USE

The terms of this agreement shall be in force from 10/01/01 to 9/30/03.

FEES

The Department and the Lessee hereby agree to the following fees for the period of use of said facility(s). **SEE ATTACHED SCHEDULE**

Personnel Cost Per Use	<u>\$ N/A</u>	Center Rental Fee	<u>\$ See Attached</u>
Miscellaneous Cost	<u>\$ N/A</u>		

Lessee shall be billed on a monthly basis, based on the above agreed upon rate unless otherwise notified.

INDEMNIFICATION

The Lessee agrees to indemnify fully and save and hold harmless the City of Gainesville, its officers and agents, against all damage, liabilities and causes by the conduct of the Lessee, its visitors, agents, or employees. The Recreation and Parks Department shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of Lessee's own interest.

WAIVER OF CLAIMS

The City of Gainesville and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft, or condition in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property or buildings, provide same are not due to negligence of Department, its agents nor employees.

FACILITY USE REGULATIONS

The Department and Lessee acknowledge receipt of the Facility Use Regulations, which are currently in effect, and Lessee hereby agrees to adhere to each and every regulation contained therein.

IN WITNESS WHEREOF

The parties hereto have executed this agreement for the uses and purposes herein contained on the day and year first above written.

[Signature]
Lessee

[Signature]
Title of Lessee

[Signature]
City of Gainesville

[Signature]
Title

Approved as to Form & Legality
[Signature]
Legal Department

[Signature]
Witness

City of Gainesville
1024 NE 14 ST Bldg A
Gainesville FL 32601
Recreation and Parks Department

Recreation Division

Telephone (352) 334-5067

Fax (352) 334-3299

LONG TERM FACILITY USE AGREEMENT ATTACHMENT

- LESSEE:** Gainesville Oldtime Dance Society
Attn: Barry Gibbons
3417 SE 30th Pl
Gainesville Fl 32641
352-372-1145
- Instruction:** None
- Hours:** Third Saturdays (6:30PM – 12:00AM)
First Sundays (2:30PM – 7:30PM)
- Rental Fee:** None in lieu of 5 complimentary annual admissions and profit sharing (50% of all income above \$13,000)
Gainesville Oldtime Dance Society will provide monthly financial report to City Staff (profit sharing determined annually)
- Insurance:** Binder to include the City of Gainesville for \$1 Million (liability)
- Note:** Gainesville Oldtime Dance Society will provide five (5) complimentary admissions (good for one year) to City Residents, to be administered by the City of Gainesville
- Note:** Gainesville Oldtime Dance Society will recognize the City of Gainesville as co-sponsor on all promotions/flyers
- Note:** Dates for dances from Oct 1, 2001 – Dec 29, 2001(Attachment A)
- Note:** Dates for dances from Jan 2, 2002 – Sept 30, 2003(Attachment B&C)
- Note:** If attendance at the Sunday dances beginning after January 2, 2002, is insufficient and those dances appear not to be successful in drawing dancers, the Lessee will be able, with reasonable notice to withdraw from the commitment to put on Sunday dances. There will be a 6-month trial beginning Jan 2, 2002, and notice to withdraw from the Sunday dances at the end of the 6-month period

must be given at least 30 days prior to the end of the 6 month period (which ends July 2, 2002). Sundays would be reserved for the full contract term after Jan 2, 2002 subject to the withdrawal provision. It is understood that a withdrawal from Sundays would leave the contract at one date per month (the third Saturday) per the contract period.

Note: A meeting will be called to discuss the renewal of this contract between the City of Gainesville and the Gainesville Oldtime Dance Society 6 months prior to the expiration date (during April 2003).

on behalf of the Gainesville Oldtime Dance Society

AB Johnson
Nancy E. Good

Lessee

Mark D...

City of Gainesville

William D. Cye
Will R. ...
Karen Keat
Susan Nash
Annie Orlando
Bill Lane

Attachment A: Dates for 2001

Oct. 6th and 20th

Nov. 3rd and 17th (17th is a 12 hour dance)

Dec. 1st and 29th

Attachment B: Dates for 2002

Jan. 6th and 19th

Feb. 3rd and 16th

March 3rd and 16th

April 7th and 20th

May 5th and 18th

June 2nd (may end Sunday dances after this date, if not profitable, with 30 days notice) and 15th

July 7th and 20th

Aug. 4th and 17th

Sept. 1st and 21st

Oct. 6th and 19th

Nov. 3rd and 16th

Dec. 1st and 21st

Attachment C: Dates for 2003

Jan. 5th and 18th
Feb. 2nd and 15th
March 2nd and 15th
April 6th and 19th (meet with City re new contract)
May 4th and 17th
June 1st and 21st
July 6th and 19th
August 3rd and 16th
Sept. 7th and 20th

Revenue Source #
120-850-50400 5700-440

City of Gainesville

Recreation and Parks Department
1024 NE 14th Street, P.O. Box 490, Sta. 24, Gainesville, FL 32602

Long Term Facility Use Agreement

This agreement is made this 16th day of Dec 2001 between the City of Gainesville Recreation and Parks Department (hereinafter called "The Department") and Swing and Sway Dance Club (hereinafter called "Lessee").

WITNESSETH

in consideration of the mutual covenants herein contained, The Department hereby allows the Lessee to use the Theima Boltin Center center(s) located at 516 NE 2nd AV Gainesville FL

under the following terms and conditions.

PERIOD OF USE

The terms of this agreement shall be in force from 10/1/01 to 9/30/03

FEEs

The Department and the Lessee hereby agree to the following fees for the period of use of said facility(s). SEE ATTACHED SCHEDULE

Personnel Cost Per Use \$ N/A Center Rental fee \$ See Attached
Miscellaneous Cost \$ N/A

Lessee shall be billed on a monthly basis, based on the above agreed upon rate unless otherwise notified.

INDEMNIFICATION

The Lessee agrees to indemnify fully and save and hold harmless the City of Gainesville, its officers and agents, against all damage, liabilities and causes by the conduct of the Lessee, its visitors, agents, or employees. The Recreation and Parks Department shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of Lessee's own interest.

WAIVER OF CLAIMS

The City of Gainesville and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft, or condition in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property of buildings, provide same are not due to negligence of Department, its agents nor employees.

FACILITY USE REGULATIONS

The Department and Lessee acknowledge receipt of the Facility Use Regulations, which are currently in effect, and Lessee hereby agrees to adhere to each and every regulation contained therein.

IN WITNESS WHEREOF

The parties hereto have executed this agreement for the uses and purposes herein contained on the day and year first above written.

[Signature]
Lessee

Swing and Sway Dance Club
Title of Lessee

[Signature]
City of Gainesville

Title

Approved as to Form & Legality
[Signature]
Legal Department

Witness

City of Gainesville
1024 NE 14 ST Bldg A
Gainesville FL 32601
Recreation and Parks Department

Recreation Division

Telephone (352) 334-5067

Fax (352) 334-3299

LONG TERM FACILITY USE AGREEMENT ATTACHEMENT

LESSEE: Swing and Sway Dance Club
Attn: Lois Myers
2124 NW 15th AV
Gainesville FL 32605

352-372-5843

Instruction: None

Hours: Second Thursdays (7:30PM -- 11:00PM)
Fourth Fridays (7:30PM -- 11:00PM)

Rental Fee: None in lieu of memberships and profit sharing (50% of all income above 125% of expenses)
Swing and Sway Dance Club will provide monthly financial report
To City staff (profit sharing determined annually)

Insurance: Binder to include the City of Gainesville for \$1 Million (liability)

Description: Swing and Sway will collect contributions during open dance time

Note: Swing and Sway will provide five (5) complimentary memberships to City Residents.

Note: Swing and Sway will recognize the City of Gainesville as co-sponsor on all promotions/flyers

Lessee



City of Gainesville

**TO: GWAIN DAVIS
FAX: 334-3299**

**FROM: JERRY NIELSON
(352) 378-0210**

DATE: 9/19/01

**RE: SWING AND SWAY
SCHEDULES FOR 2001-2002**

HERE ARE THE SCHEDULES WHICH I FAILED TO INCLUDE WITH THE LETTER.

PLEASE ADVISE, IF THERE ARE ANY QUESTIONS.

SWING AND SWAY DANCE SEASON CALENDAR

2001 Dance Season

9-18-01

Date of the Dance	Hosts	Theme	Band
January 12, 2001	Don Wojcicki & Betty Sestokas		Blue Notes
January 26, 2001	Nancy Henry & Henry Hatchell "Camelia Ball"		Frank Roberts
February 9, 2001	Nielsen & Harriet Daley		Blue Notes
February 23, 2001	Chet & Marion Hall & Iris Hall		Frank Roberts
March 9, 2001	Iris Hall		Blue Notes
March 23, 2001	Florence & Paul Urons Norm & Grace Robey, Elise Booth, Faye & Ed Copler		Frank Roberts
April 13, 2001	Lois Myers & Elsie Cook	7:00 PM dinner 8:00 PM dance	Blue Notes
April 27, 2001	Faye & Ed Copler	"Covered Dish Supper"	Frank Roberts
May 11, 2001			Blue Notes
May 25, 2001	Don Wojcicki & Betty Sestokas Jim & Alvera Saucerman Chet & Marion Hall		Frank Roberts
June 8, 2001	Aida & Melissa Rodriguez Nielsen & Harriet Daley		Blue Notes
June 22, 2001	"Patriotic Theme"		Frank Roberts
July 13, 2001	Jim & Alvera Saucerman		Blue Notes
August 10, 2001	Jerry & Bobbie Nielsen Joanne Bullard		Blue Notes
August 24, 2001	Jim & Alvera Saucerman Canceled		Frank Roberts
September 14, 2001	Hurricane and Terrorist Activity in USA Paul & Florence Urons,		Blue Notes
September 28, 2001	"Sock Hop" Iris Hall & Lois Myers		Frank Roberts
October 12, 2001	"Gator Theme" Faye & Ed Copler		Blue Notes
October 26, 2001	"Halloween" Frank & Virginia Webster		Frank Roberts
November 9, 2001	"Fall Harvest Theme" Faye & Ed Copler - Elise Booth		Blue Notes
December 14, 2001 ***	"Holiday Dinner Dance" (Bobbie Nielsen reservations only) Joanne & Chester Bullard / John & Leslie Rimes		The Priam
December 28, 2001 ***	"End of the Year Dance" (Bobbie Nielsen reservations only)		Blue Notes

SWING AND SWAY DANCE SEASON CALENDAR 2002 Dance Season

-15 - 01 updated

NOTE: 1st Dance each month is on a Thursday Night Second dance each month is on Friday Night

January 10, 2002 Thursday		Frank Roberts
January 25, 2002		Blue Notes
February 7, 2002 Thursday	Harriet & Nielsen Daley	Frank Roberts
February 22, 2002		Blue Notes
March 7, 2002 Thursday		Frank Roberts
March 22, 2002		Blue Notes
April 11, 2002 Thursday		Frank Roberts
April 26, 2002	Spring Dinner Dance	Blue Notes
May 9, 2002 Thursday	Avera & Jim Saucerman	Frank Roberts
May 24, 2002		Blue Notes
June 13, 2002 Thursday	Chester & Joanne Bullard	Frank Roberts
June 21, 2002	Avera & Jim Saucerman	Blue Notes
July 11, 2002 Thursday		Frank Roberts
July 26, 2002		The Blue Notes
August 8, 2002 Thursday	Avera & Jim Saucerman	Frank Roberts
August 23, 2002		Blue Notes
September 12, 2002 Thursday		Frank Roberts
September 27, 2002		Blue Notes
October 10, 2002 Thursday		Frank Roberts
October 25, 2002	Harriet & Nielsen Daley	Blue Notes
November 14, 2002 Thursday		Frank Roberts
December 13, 2002	---Holiday Dinner Dance	Blue Notes
December 28, 2002 (Saturday)	---End of the Year Dance	Frank Roberts

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID WB
SWINSWI

DATE (MM/DD/YY)
10/16/01

PRODUCER

JOHNSON & FLETCHER INSURANCE
O. Box 2310
NESVILLE FL 32602-
Phone: 352-373-4381 Fax: 352-373-2501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

INSURED

Swing and Sway Dance Club
2124 NW 15th Ave,
Gainesville FL 32605

INSURER A: **Burlington Insurance Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	BO264Q500670	10/15/01	10/15/01	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY	NO COVERAGE PROVIDED			COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY	NO COVERAGE PROVIDED			OTHER THAN EA ACC AGG \$
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY	NO COVERAGE PROVIDED			EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NO COVERAGE PROVIDED			WC STATU-TORY LIMITS
					OTH-ER
					E.L. EACH ACCIDENT \$
	OTHER				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

DANCE CLUB

****CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO THE INSURED'S ACTIVITIES.****

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITYGA1

City of Gainesville
Recreation & Parks Dept.
P.O. Box 490, Station 24
Gainesville FL 32602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

JOHNSON AND FLETCHER INSURANCE