

## **AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of August, 2016, by and between First Church of Christ, Scientist, Coral Gables, Florida, a Florida non-profit corporation (the "CHURCH") and the City of Coral Gables, a Florida municipal corporation (the "CITY").

### RECITALS

WHEREAS, the CHURCH owns the property at 410 Andalusia Ave, Coral Gables, Florida which contains an auditorium; and

WHEREAS, the CHURCH wants to benefit the community by sharing its auditorium with the CITY and the citizens of Coral Gables; and

WHEREAS, the CHURCH and the CITY desire to have the CITY use the CHURCH's auditorium on special isolated occasions for guest speakers, musical performances, town hall meetings, City Commission meetings when a large crowd is expected, and other non-religious meetings for the benefit of the public; and

WHEREAS, the CITY's use of the auditorium will not conflict nor interfere in any way with the CHURCH's continued use of the auditorium, Reading Room, Sunday School and original Church building for church purposes.

NOW THEREFORE, in consideration of the parties' mutual covenants, agreements and conditions contained herein and the sum of Ten Dollars (\$10.00) paid by the CITY to the CHURCH, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety;
2. The CHURCH hereby grants permission to the CITY to use its auditorium upon and subject to, the following terms and conditions:
  - (a) 1. The auditorium may not be used on Wednesdays after 6:30 P.M. or on Sundays before 1:30 P.M.
  2. The auditorium may be used on a Sunday after 1:30 P.M. only if the CITY requests permission from the CHURCH Board of Directors (the "Board") at least five (5) days before that Sunday to use the auditorium and is granted permission in writing to do so.
  3. The auditorium may be used at any other time upon the CITY's complying with the other terms and conditions.
- (b) The CITY must notify the CHURCH in writing at least five (5) days before using the auditorium stating the time and purpose of using it, and the estimated length of time the City will

need to use it; the Church will then have two days in which to object to said use on the basis that, in its sole and absolute discretion, said use is not in compliance with this Agreement.

(c) The City shall supply all of the tables, sound equipment and other special needs for the meeting.

(d) All CITY meetings in the auditorium shall be public meetings, unless the CHURCH agrees otherwise, and members of the Church may be present; however, if, on special occasions, the City wants to have a confidential meeting, it may do so after getting the CHURCH's consent in writing and no CHURCH member shall be present. No CHURCH member shall do anything at a public meeting that any member of the public does not have the right to do. The CITY shall be in sole control of all meetings.

(e) The CITY shall not permit any smoking or alcoholic beverages to be on the Church property.

(f) The CITY shall not use the auditorium for a meeting at which a religious subject or religious music will be presented without the consent of the CHURCH.

(g) The CITY's use of the auditorium shall not conflict or interfere in any way with the operation of the Christian Science Reading Room or activities in the Christian Science original church or Sunday School.

(h) The CITY, at its sole expense, shall preserve the property in a clean, orderly condition; return the property to its original condition at the end of each use and repair any damage caused during the use; surrender the property to the CHURCH at the expiration of each use free and clear of any litter and debris; and remove and dispose of any signs installed by the CITY at the expiration of each use.

(i) The CHURCH agrees to inspect the auditorium and its property as soon as possible after each use by the CITY. The CHURCH agrees to give the CITY a signed statement of the condition of the auditorium and its property after the CITY's use of the auditorium. Failure by the CHURCH to give the CITY such a signed statement within three (3) business days after the CITY's use of the auditorium shall constitute a waiver of any and all of CHURCH's claims to damages related to the CHURCH property.

(j) The CITY shall not use the CHURCH's auditorium more than twelve times a calendar year unless it gets the written consent of the CHURCH Board of Directors to do so.

3. The term of this Agreement shall be from the date of its execution and for a period of ten (10) years with either party having the right to cancel the Agreement at any time by giving the other party a written notice of cancellation sixty (60) days before the cancellation date. If not

previously cancelled, the Agreement will automatically renew for two (2) additional ten (10) year terms subject to the same terms and conditions.

4. To the fullest extent permitted by laws and regulations, the CITY hereby agrees to indemnify and hold harmless the CHURCH from any and all claims, damages, losses, and expenses directly, indirectly, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from, in whole or in part: (i) any use of the CHURCH's property by the CITY; (ii) any tortious conduct, intentional acts, and/or malicious conduct, on the part of the CITY, including anyone in the CITY's care, custody or control; or (iii) relating to this Agreement. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under worker's or workman's compensation acts, disability benefits acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law;

5. The CITY shall, solely for the purposes of this Agreement and only during the term of this Agreement, add the CHURCH as an additional insured to the CITY's existing insurance policy. The CITY shall furnish the CHURCH with a certification of insurance confirming the amount and types of coverages.

6. The CITY shall advise the CHURCH as to any required improvements to make the auditorium accessible, in compliance with the Americans with Disabilities Act ("ADA"). Upon notice by the CITY to the CHURCH, and CHURCH approval, the CITY shall seek to undertake any improvements, in its sole discretion and at its sole cost, in order to achieve ADA compliance. No improvement to the auditorium shall be commenced without prior CHURCH approval.

7. NOTICE. Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by Registered or Certified Mail, return receipt requested or email to the CITY by so notifying the City Manager and City Attorney and to the CHURCH by so notifying the Chairman of the Board and the Clerk of the CHURCH.

8. This Agreement will not be valid until approved by a majority vote of the members of the CHURCH.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY: The City of Coral Gables,**  
a Florida Municipal Corporation.

By: \_\_\_\_\_  
Cathy Swanson-Rivenbark, City Manager

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

**CHURCH: The First Church of Christ, Scientist, Coral Gables, Florida,** a Florida non-profit corporation.

By: \_\_\_\_\_  
Talbot W. Trammell, Chairman of the Board

Witnessed By:  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement was approved by a majority vote of the CHURCH membership on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Talbot W. Trammell, Board Chair