

TERMINATION OF FACILITY USE AGREEMENT

This Termination is made and entered into this _____ day of _____, 2018 (Effective Date") by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, hereinafter "City" and Ruth Eckerd Hall, INC., a Florida not-for-profit corporation, hereinafter "REH" as successor in interest to PACT, INC (each individually referred to herein as "Party" or collectively as the "Parties").

WHEREAS, PACT was incorporated in 1978 for the sole purpose of acquiring, constructing, operating and maintaining a performing arts center [the "Facility"] in the City; and

WHEREAS, incident to PACT constructing the Facility, and operating and maintaining the same, the City and PACT entered into an initial Facility Availability Agreement dated March 14, 1979, which was canceled and replaced by that Facility Use Agreement dated June 1, 1981, which was canceled and replaced by the Facility Use Agreement dated March 7, 2001 as amended on November 8, 2005; and

WHEREAS, REH is in the process of conducting a fund-raising campaign to renovate, modernize and expand the Facility, to create the Ruth Eckerd Hall Experience; and

WHEREAS, the parties wish to terminate the Facility Use Agreement and amend the Lease Agreement between the parties dated March 7, 2001 as the City has not needed to use the facility; and to provide for an annual contribution to REH for maintenance of the Facility subject to the terms and conditions in the Second Amendment to Lease dated _____, 2018; and

WHEREAS, REH has, and will continue to operate and maintain the Facility and the area generally for the citizens of Clearwater and for various community groups within the City of Clearwater; and

WHEREAS, in consideration of the services and benefits provided by REH and to assure the continued high-quality maintenance of the City owned Facility, the City wishes to provide a subsidy from public funds in the Seconded Amended Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and PACT agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. That certain Facility Availability Agreement dated March 7, 2001 as amended on November 8, 2005, previously entered into between the City and PACT are terminated, canceled, null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

COUNTERSIGNED:

CITY OF CLEARWATER

By: _____
George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Pamela K. Akin
City Attorney

By: _____
Rosemarie Call
City Clerk

ATTEST:

RUTH ECKERD HALL, INC.
Successor in interest to PACT, INC.

By: _____
Name:

By: _____
Zev Buffman
President and CEO