

**ENTERTAINMENT SERVICES AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM - 2026**

THIS AGREEMENT is made and entered into this 31 day of March, 2026.

by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **BRIGHT STAR CHILDREN’S THEATRE, LLC dba BRIGHT STAR TOURING THEATRE**, whose address is 100 Dominion Drive, Suite 105, Morrisville, North Carolina 27560, hereinafter referred to as “**CONTRACTOR**”.

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

WHEREAS, **CONTRACTOR** desires to provide such programs for Seminole County residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, **COUNTY** and **CONTRACTOR** agree as follows:

Section 1. Services Provided by CONTRACTOR. **COUNTY** hereby retains **CONTRACTOR**, and **CONTRACTOR** hereby agrees to organize and present twelve (12) performances of its show, “Dino Academy: A Dinosaur Discovery Show” for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Tuesday, June 23, 2026	2:00 p.m. and 4:00 p.m.	North Branch
Wednesday, June 24, 2026	2:00 p.m., 4:00 p.m. and 6:00 p.m.	Northwest Branch
Thursday, June 25, 2026	1:00 p.m. and 3:00 p.m.	Central Branch
Friday, June 26, 2026	11:00 a.m. and 1:00 p.m.	West Branch
Saturday, June 27, 2026	10:00 a.m., 1:00 p.m. and 3:00 p.m.	East Branch

Section 2. Responsibilities of COUNTY. The COUNTY hereby agrees to assist CONTRACTOR in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

Section 3. Term. This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2026, unless terminated earlier as provided herein.

Section 4. Compensation. COUNTY agrees to compensate CONTRACTOR as follows: THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00) per show for seven (7) scheduled performances, and FIVE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$595.00) per show for five (5) scheduled performances of *Dino Academy: A Dinosaur Discovery Show* for a total compensation of FIVE THOUSAND FOUR HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$5,425.00). Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program, scheduled for June 27, 2026.

Section 5. Criminal Background Check. CONTRACTOR, and any employees of CONTRACTOR who will be present on County-owned or leased property, shall obtain a Level 2 criminal background check prior to the first performance, event or service to be performed but no more than sixty (60) days prior. Said background check shall be performed by the COUNTY or other authorized entity at the sole expense of CONTRACTOR. Proof of satisfactory Level 2 criminal background check shall be provided, in writing, to Seminole County pursuant to the notice provisions herein one (1) week prior to the first performance, event or service. Failure to provide satisfactory proof of a satisfactory Level 2 criminal background check one (1) week before the first performance, event or service may result in the immediate termination of this Agreement and no further compensation due CONTRACTOR.

Section 6. Termination and Cancellation. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party.

Section 7. Indemnification.

(a) CONTRACTOR shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of CONTRACTOR's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of CONTRACTOR in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to CONTRACTOR by registered or certified mail, return receipt requested. Upon receiving such notice, CONTRACTOR, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in CONTRACTOR's defense of any such action, suit, or proceeding.

Section 8. Insurance.

(a) During the entire term of this Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain general liability insurance with a limit of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injuries including accidental or wrongful death to any one person. CONTRACTOR shall furnish COUNTY with a Certificate of

Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.



(2) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(3) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(c) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in breach of this Agreement.

Section 9. Independent Contractor. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find CONTRACTOR, its employees, agents, or volunteers to be an employee of COUNTY, and CONTRACTOR shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

Section 10. Subcontractors. CONTRACTOR shall not enter into subcontracts for any of the services provided for in this Agreement.

Section 11. Assignments. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

Section 12. Notice. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Division
150 North Oxford Road
Casselberry, Florida 32707

For CONTRACTOR:

Bright Star Children's Theatre dba Bright Star Touring Theatre
100 Dominion Drive, Suite 105
Morrisville, North Carolina 27560



Section 13. Entire Agreement.


(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

[Page intentionally left blank, signatory page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

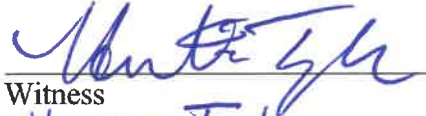
BRIGHT STAR CHILDREN'S THEATRE,
LLC dba BRIGHT STAR TOURING
THEATRE



Witness
Joseph DiTmyer
Print Name

By: 

DAVID OSTERGAARD, Authorized Member



Witness
Hunter Taylor
Print Name

Date: 3-31-26



[Page intentionally left blank, signatory page to follow.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

County Attorney

GLK/kly

1/15/2026 2/18/2026

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