

**SEMINOLE COUNTY/
RITZ COMMUNITY THEATER PROJECTS, INC.
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER
ARTS FUNDING AGREEMENT**

THIS AGREEMENT, hereinafter “Agreement” is entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this agreement referred to as “COUNTY”, and **RITZ COMMUNITY THEATER PROJECTS, INC.**, a Florida Not For Profit corporation, d/b/a **WAYNE DENSCH PERFORMING ARTS CENTER**, hereinafter “WDPAC”, whose mailing address is 201-203 S. Magnolia Avenue, Sanford, Florida 32771, being collectively referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, WDPAC, is a non-profit organization dedicated to providing accessible entertainment and fostering opportunities for participation in arts and cultural activities; and

WHEREAS, WDPAC is located in the historic downtown area of Sanford, Florida, and serves as the region’s premier entertainment venue, offering a diverse range of performances including theatrical productions, concerts, and special events; and

WHEREAS, COUNTY recognizes that promoting the arts and cultural activities serves an important public purpose, benefiting the citizens of Seminole County, Florida; and

WHEREAS, COUNTY has appropriated funds to support this purpose and has selected WDPAC to receive these funds to further its mission of promoting the arts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied and are incorporated herein as fully as if set forth below.

Section 2. Term. This Agreement shall be effective from the date of its execution by the Parties (“Effective Date”) and shall remain in effect until September 30, 2026, unless earlier terminated as provided in this Agreement.

Section 3. Funding. COUNTY agrees to contribute an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (“County Contribution”) to WDPAC. Said County Contribution shall be paid in one installment and shall be issued according to Section 6 of this Agreement. The Parties agree that the County Contribution shall be granted to and used by WDPAC to facilitate the development, promotion, and awareness of arts and cultural activities, as set forth in Section 4.

Section 4. Purpose and Services to be Provided. WDPAC shall use the County Contribution to facilitate the development, promotion, and awareness of arts and cultural activities within Seminole County, Florida, in accordance with the terms and conditions of this Agreement. WDPAC shall also provide the following services to COUNTY:

(a) Provide COUNTY’s Director of Economic Development and Tourism with two reports which shall include, but are not limited to, the following Key Performance Indicators (“KPI’s”):

(1) Financial Update: This update shall include a report of WDPAC's current financial status detailing, at a minimum, the annual WDPAC Board-approved budget and its actual expenditure of funds received from the County.

(2) Activity Summary: A summary of all programs, events, and activities conducted, including attendance figures, community engagement efforts, and exposure to new arts/cultural themes or other educational outcomes.

(3) Compliance Statement: A statement confirming that all activities and use of the County Contribution are in compliance with the terms set forth in the Funding Agreement, including adherence to the standard of services expected by the County.

(4) Performance Metrics: Metrics that measure the effectiveness of the funded activities, such as participant demographics, satisfaction surveys, and impact assessments defined but not limited to: increased art engagement and cultural awareness, social connection awareness, economic impact, sustainability engagement, legacy and influence to landscape changes and cultural heritage.

The first report shall be due three months after the Effective Date of this Agreement and the second report shall be due on or before September 30, 2026

(b) Provide the COUNTY's Economic Development Office WDPAC Board minutes documenting the approval of its annual budget within 30 days of said approval.

(c) Participate in monthly web conferences with the COUNTY's Economic Development Office to discuss KPIs status and share information about the services being provided; and

(d) Provide COUNTY’s Board of County Commissioners with an annual verbal report and presentation as coordinated by COUNTY’s Economic Development Office.

Section 5. Budget and Allowable Costs. WDPAC agrees that the County Contribution shall be reduced in the amount of any expenditure by WDPAC that is found, on the basis of audit examination in accordance with Section 10, not to constitute allowable costs. “Allowable costs” include all costs related to the provision of services, as delineated in Section 4 of this Agreement. Further, “allowable costs” should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not “allowable costs” and cannot be paid for by the compensation provided by COUNTY hereunder. WDPAC has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in this budget. The allowable costs under each budget line item can fluctuate depending on the actual costs. However, in no instance will COUNTY be responsible to WDPAC for an amount exceeding the County Contribution.

FY26 Budget Categories	Amount	Notes on Types of Expenses for the Category
Programming & production support	\$18,000	Shows, costumes, royalties, sets/set build, artist/production needs
Operational capacity	\$14,000	Salaries, contractors, event execution, admin support
Facilities & patron experience	\$10,000	Venue readiness, safety, audience-facing improvements
Marketing, education & community engagement	\$8,000	Audience growth, education initiatives, outreach

Section 6. Payment.

(a) COUNTY shall remit the County Contribution to WDPAC upon receipt by COUNTY of a payment request from WDPAC identifying the amount for which WDPAC seeks payment from COUNTY.

(b) Payment requests must be sent to: Office of Economic Development and Tourism, Director, Seminole County Government, 1055 AAA Drive, Suite 149, Lake Mary, Florida 32746.

(c) A sample invoice is attached and incorporated to this Agreement as Exhibit A.

Section 7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 8. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 9. Public Records Law.

(a) WDPAC acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. WDPAC acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's written request, WDPAC will provide COUNTY with all requested public records in WDPAC's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) WDPAC specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, WDPAC will transfer, at no cost to COUNTY, all public records in possession of WDPAC, or keep and maintain public records required by COUNTY under this Agreement. If WDPAC transfers all public records to COUNTY upon completion of this Agreement, WDPAC must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WDPAC keeps and maintains the public records upon completion of this Agreement, WDPAC must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon written request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the WDPAC which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts upon written request and with agreement of the WDPAC's Executive Board. The right of access also includes

timely and reasonable access to WDPAC's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "WDPAC" includes employees to be paid from Funds provided under this Agreement.

(d) IF WDPAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 10. Records and Audits.

(a) WDPAC shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at WDPAC's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) WDPAC agrees that COUNTY or its duly authorized representative shall upon written request, until the expiration of five (5) years after Agreement closure, have access to examine any of WDPAC's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. WDPAC will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 11. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Guilherme "Gui" Cunha
Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

For WDPAC:

Kathryn Joy Townsend
President
Ritz Community Theater Projects, Inc.
201-203 South Magnolia Ave.
Sanford, FL 32771

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 12. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) WDPAC shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by WDPAC to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by WDPAC, and WDPAC assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 4 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 13. Insurance.

(a) WDPAC, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. WDPAC shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an

insurance policy or a decision to terminate an insurance policy. WDPAC must adhere to and be advised of the following:

(1) WDPAC shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by WDPAC will relieve WDPAC of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by WDPAC in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of WDPAC.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then WDPAC shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and WDPAC shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of WDPAC or any other party.

(b) General Requirements.

(1) Before commencing work, WDPAC shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building 1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, WDPAC shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, WDPAC shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by WDPAC.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and WDPAC as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by WDPAC pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by WDPAC.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then WDPAC shall immediately notify COUNTY as soon as WDPAC has knowledge of any such circumstance and, upon request of COUNTY, 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 WDPAC has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, WDPAC will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of WDPAC, WDPAC, at WDPAC's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by WDPAC and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) WDPAC's insurance must cover WDPAC and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by WDPAC are as specified in Exhibit C.

(D) If WDPAC asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, WDPAC shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including WDPAC, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) WDPAC 's insurance must cover WDPAC for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If WDPAC 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by WDPAC are as specified in Exhibit C.

Section 14. Conflict of Interest.

(a) WDPAC agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) WDPAC hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of WDPAC to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, WDPAC hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 15. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to

terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 16. Employee Status.

(a) Persons employed or retained by WDPAC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) WDPAC assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to WDPAC personnel or contractors working on behalf of WDPAC obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by WDPAC, WDPAC will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 17. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to WDPAC, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 18. Termination. This Agreement may be terminated by any party at any time,

with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that WDPAC fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by WDPAC after WDPAC has received notice of termination. Upon the termination of this Agreement, WDPAC shall immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 10 and 12 survive the term of this Agreement as a whole.

Section 19. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 20. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and WDPAC, have contributed substantially and materially to the preparation hereof.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 23. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

RITZ COMMUNITY THEATER
PROJECTS, INC., d/b/a WAYNE DENSCH
PERFORMING ARTS CENTER

Witness

By: _____
KATHRYN TOWNSEND, President

Print Name

Date: _____

Witness

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A – Sample Invoice
- Exhibit B – Human Trafficking Affidavit
- Exhibit C – Insurance requirements

JBN 2/19/26
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Exhibit A



INVOICE

DATE: March 24, 2026
 INVOICE # 2026-SC-WDPAC

The Wayne Densch Performing Arts Center 201
 S. Magnolia Ave.
 Sanford, Florida 32771
 Phone: (407) 321-8111
 Email: AndreaHoward@ritztheatersanford.com
 FEID# 59-3274098

BILL TO: Gui Cunha
 Company Seminole County
 Position Office of Economic Development and Tourism
 Street Address 1055 AAA Drive, Suite 149
 City, State, Zip Heathrow, FL 32746
 Phone: (407) 665-2901
 Email gcunha@seminolecountyfl.gov

Title: Executive Director Director: Andrea Howard

DESCRIPTION	AMOUNT
March 24th, 2026 - September 30, 2026	
as provided in the agreement between Seminole County and	
Wayne Densch Performing Arts Center approved	
Please make check payable to:	
The Wayne Densch Performing Arts Center	
Total Annual Amount to be invoiced	\$50,000.00
Agreement amount remaining	\$0.00
TOTAL	\$50,000.00

Ritz Community Theater Projects, Inc. d/b/a Wayne Densch Performing Arts Center
 Funding Agreement (Fiscal Year 2025-2026)

EXHIBIT B

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____ (“Nongovernmental Entity”) and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

Date

Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____, on behalf of the Nongovernmental Entity. They are personally known to me or have produced as identification.

(Affix Notary Stamp or Seal) _____
 Notary Public Signature
 Print, Type or Stamp Name of Notary: _____
 My commission expires: _____

EXHIBIT C
**SEMINOLE COUNTY/
RITZ COMMUNITY THEATER PROJECTS, INC.
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER
ARTS FUNDING AGREEMENT**

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

~~ End Exhibit C ~~