

THIS AGREEMENT is entered into the ____ day of _____ 2007, by and between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, (“CRA”) and THE GREATER LAKE WORTH CHAMBER OF COMMERCE, (“Chamber”), whose principal address is 501 Lake Avenue, Lake Worth, Florida, 33460.

WHEREAS, the Chamber coordinates and promotes “Evening on the Avenues” a series of events in which businesses participate to bring visitors and patrons to downtown Lake Worth after normal business hours; and,

WHEREAS, the CRA has determined that support of Evening on the Avenues by the CRA serves a public purpose by promoting a healthy business community.

NOW THEREFORE, the parties hereto agree as follows:

1. The CRA will contribute not to exceed \$18,600 to the Chamber in four payments of \$4,650 for Evening on the Avenues. The CRA will make payments after receipt of an invoice from the Chamber on January 15, 2007, April 15, 2007, July 15, 2007 and October 15, 2007. Any additional funds necessary to coordinate and promote this event which are provided by other funding sources shall be considered property of Evening on the Avenues and will be kept in a separate account.
2. As appropriate, an invoice on a monthly basis will be sent by the City to the Chamber for associated cost for clean up. Events will be held every Friday of every month.
3. The Chamber shall include the CRA logo as a sponsor on all advertising and promotional materials marketing Evening on the Avenues.
4. The Chamber shall permit inspection and copying by the CRA, the City of Lake Worth, and its officers, agents and employees of all financial records of the Chamber’s Evening on the Avenues account. The Chamber will be given three business days notice for said inspection. The Chamber will provide a quarterly accounting of the event with submittal of quarterly invoice. This accounting shall include a profit and loss statement and a line item expense report on a per month basis, for the previous quarter. Supporting documentation such as receipts, payroll records, etc. shall be retained by the Chamber and shall be produced upon request of the CRA.
5. In the event of any litigation brought against the CRA by any person not a party to this agreement challenging this Agreement or any rights hereunder, or the payment of CRA funds to the Chamber, or asserting a claim in tort, contract or otherwise arising from the expenditure of funds received from the CRA, the chamber shall appear, defend, and hold the CRA harmless from any and all such claims.

6. This Agreement shall terminate on October 31, 2007, unless sooner terminated for cause, but Paragraphs 3 through 5 shall continue in full force and effect until the expiration of the statute of limitations applicable to any claim or claims brought there under.

IN WITNESS WHEREOF, the CRA, by and through its proper officers, has executed this Agreement and affixed its official seal hereto, and the Chamber has, by and through its proper officers, set its hand and seal the day and year first above written.

WITNESSES:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

Jeff Clemens, Chair

LAKE WORTH CHAMBER
OF COMMERCE

President
