



Michael Hall
Music Director

Christine LaCroix
Board President

Frances H. Goldman
Executive Director

Southwest Florida Symphony Orchestra and Chorus Association, Inc.
DBA

SOUTHWEST FLORIDA SYMPHONY SOCIETY
2011 Symphony Designer Showcase House
Sanctuaries in the Sky

AGREEMENT WITH OWNER

Tavira at Bonita Bay, Inc., hereafter referred to as the Owner, and the Southwest Florida Symphony Orchestra and Chorus Association and the Southwest Florida Symphony Society, hereafter referred to as the Association and the Society, in consideration of the terms and conditions of this agreement, agree as follows:

1. The Owner agrees to host a showcase of at least six furnished condominiums in the Tavira High – Rise at Bonita Bay from Saturday March 5 through Sunday March 13, 2011 . The hours open to ticket- holding guests will be from 10 am to 4 pm on weekdays and 1-5 pm Sundays.
2. The owner agrees to host a preview party for this event on Friday evening March 4th. from 6-9 pm for approximately 150 persons. Party space in the Tavira High-Rise will be decided. The owner agrees to provide heavy hors d'oeuvres, white wine, sparkling cider and water for 150 guests. The catering service and wine order will be selected in the future. The owner will provide their choice of an insurance-carrying valet service. The owner will reserve some nearby parking spaces for Society party hostesses arriving early. The owner will open one agreed-upon model for preview. The Society agrees to invite Tavira residents and Tavira representatives as their guests to the party.
3. The Owner agrees to make the above-mentioned property available to the Society for Showcase preparations. These preparations include a Tea Room and Jewelry/Accessory Gift Shop requiring access to the community room from 10am-4pm March 2, 3, 4th. The Showcase Chair requests a walk through with a Lutgert representative to all selected "Sanctuary" models on March 4 to insure presentation readiness.



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4. As used in this agreement, the term 2011 Symphony Designer Showcase House describes a program sponsored by the Society as a fundraising event for the benefit of the Association, wherein the Society is granted the right to utilize the above mentioned property for a specified period of time under the conditions of this agreement. All proceeds and programming shall be handled by the Society. Money from admissions, gala, garden shop, program sponsors, and donors will be considered income for the Symphony Society.

5. If the Owner chooses to distribute 2011 Symphony Designer Showcase House informational program books or materials to promote the event and model property at the event, the Owner agrees to pay all costs incurred for the design and printing of the program books or materials.

6. The Symphony agrees to provide valet parking for guests attending the 2011 Symphony Designer Showcase during the event scheduled from March 5th through March 13th.

7. After the donated time period, the Society agrees to leave the premises in the same condition as when received

8. It is understood that the premises herein are currently for sale by the Owner. The Owner shall have the right to show the premises to prospective buyers during the time of this agreement. However, during the showing, the model(s) will remain open to event ticket holders.

9. The Owner assures the Society that he has insured the property against property damage (fire and extended coverage) and will maintain a public liability policy insuring against bodily injury and property damage to third parties. The Owner agrees to keep these policies in effect through the term of this agreement. In the event of damage to the property through a peril insured against under the terms of the property damage policy, the Owner agrees to look to the insurance carrier for recovery of the insurable cost but any deductibles will be the responsibility of the Society for any claims that are a result of the Society's use. To the extent of such coverage and on behalf of its carrier, the Owner hereby waives his right to subrogation against the Society and Association to the extent possible without diminishing the coverage or invalidating the policy. The Association shall likewise secure public liability insurance, against bodily injury and property damage to third parties, but shall not secure any hazard insurance on the property. The Association shall cause the Owner to be named as an additional insured on its liability policy prior to conducting any substantial activity on the property. The Association shall provide proof of insurance coverage to the owner prior to the above-mentioned events. With respect to any bodily or property damage occurring to third parties, both the Association and Owner, on behalf



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of their respective insurance carriers, hereby waive their rights of subrogation against the other to the extent possible without diminishing coverage or invalidating the policy.

For Southwest Florida Symphony Orchestra and Chorus, Assn., Inc.

Frances H. Goldman, Executive Director
Print name, Title

Frances H. Goldman 9/13/10
Signature, Date

For Southwest Florida Symphony Society

Joan M. Calder, President
Print name, Title

Joan M. Calder 9/13/10
Signature, Date

JOM

TAVIRA AT BONITA BAY, INC.
For The Lutgert Companies

MICHAEL T. HOYT VP
Print name, Title

Michael T. Hoyt VP 9/27/10
Signature, Date



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