

SANIBEL HISTORICAL MUSEUM & VILLAGE (SHMV) CONTRACT

CONTRACT	CURRENT	PROPOSED/CONSIDERATIONS
Lease Term	5-year term executed 7/31/07; expires 9/30/12	
SECTION 1 Historical Museum & Village Proceeds	SHMV retains all admissions, donations, memberships, & proceeds & pays all sales tax	
SECTION 2 City of Sanibel Utility Payments	The City pays for utilities (\$5250), phone, alarms (\$2664), ground and parking lot maintenance (\$7500), maintenance of structures (\$9897), pest control and insurance, cost of sewer connection for restrooms. SHMV responsible for long-distance phone calls.	
SECTION 3 Administrative Expenses	City pays \$45,000 annually for administrative expenses (printing, promotions, office supplies, other operational expenses)	
	Payment to SHMV made in quarterly installments, payable within the first week of each quarter of the City's FY	
SECTION 4 Staff Support Expenses	City pays \$38,000 annually for contractual staff support	
	Payment to SHMV made in quarterly installments, payable within the first week of each quarter of the City's FY	

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SECTION 5 Reporting	SHMV to submit a balance sheet prepared in accordance with GAAP & a line-item accounting, including detailed transactions in "date order," to City within 20 days of the end of the FY Quarter	
	SHMV to provide an annual audited income statement for the prior fiscal year no later than Jan. 1 st of each year	
SECTION 6 SHMV Use of Premises	SHMV shall use premises only for its offices, storage, meeting of its members and BOD, historical events, performance and educational activities consistent with Sanibel Plan	
Section 7 Annual Report	SHMV shall submit an annual written report on the status of operating SHMV to City Council	
Section 8 City Use of Premises	City shall be permitted reasonable use of premises with prior notification, without charge	
Section 9 Special Events	SHVM shall obtain special events permits as applicable and promote non-disruptive parking	

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Section 10 Alcoholic Beverages	SHVM shall not sell, use, or serve, nor permit the sale, use, or serving of alcoholic beverages on the premises, except with prior approval of City Council	
Section 11 Termination	Terminates midnight Sept. 30, 2012, unless extended by resolution of City Council.	
	Written notice to extend shall issue from the City to SHVM on or before Sept. 1, 2012. Written acceptance provided to City on or before Sept. 30, 2012	
Section 12 Contract Term	Automatically terminated upon dissolution or declaration of bankruptcy of SHVM or inactivity of the premises for six consecutive months.	
	May be terminated at will by either party upon 12 months prior written notice	