

AGREEMENT BETWEEN

Town of Eatonville and the  
Association to Preserve the Eatonville Community, Inc.

37<sup>th</sup> ZORA! ® – Outdoor Festival of the Arts  
Friday, January 30 – Sunday, February 1, 2026

**Transmitted to Mr. Daniels, Interim CAO, 11-11-25**

**WHEREAS**, Zora Neale Hurston® has popularized Historic Town of Eatonville as “the first attempt at organized self-government on the part of Negroes in America;” and

**WHEREAS**, the Historic Town of Eatonville wishes to inspire its residents, businesses and visitors by providing a festive atmosphere; and

**WHEREAS**, the Historic Town of Eatonville and the Association to Preserve the Eatonville Community, Inc., (P.E.C.), have entered a partnership to celebrate the annual Zora Neale Hurston ® Festival of the Arts and Humanities (hereafter ZORA! ® Festival), whose goals are: (1) to celebrate the life and work of 20<sup>th</sup> century writer, folklorist and anthropologist Zora Neale Hurston ®; (2) to celebrate the historic significance of her hometown, Eatonville, Florida; and (3) to celebrate the cultural contributions people of African ancestry have made to the United States and to the world; and

**WHEREAS**, the Historic Town of Eatonville’s Government seeks to engage in branding itself and realizes that the ZORA! ® Festival is a major factor in accomplishing the overall goal of branding; and

**WHEREAS**, the Historic Town of Eatonville has become a literary destination because of the writing of Zora Neale Hurston ®; and

**WHEREAS**, P.E.C., is a private, non-profit, tax-exempt organization which was established in 1987 and whose mission is to promote Eatonville, Florida’s considerable heritage, historical, and cultural resources as a means of the community’s revitalization and economic development; and via programming which promotes pride of heritage, educational excellence and the cultural arts will preserve and protect the community for posterity; and

**WHEREAS**, P.E.C., conceived of and began planning for its special event in 1988 and presented the first Festival in 1990, and has each year presented ZORA! ® Festival without any interruption, making it “America’s longest running arts and humanities festival celebrating the cultural contributions of People of African ancestry throughout the Diaspora;” and

**WHEREAS**, P.E.C.’s partnership with the Historic Town of Eatonville entails ensuring that the Town is considered an Internationally-recognized cultural heritage tourism destination for the Arts and Culture from throughout the African Diaspora, with special emphasis on the multi-disciplines as represented in the life and work of Zora Neale Hurston ®; and

**WHEREAS**, the Town Council of the Town of Eatonville wishes to support all efforts that seek to draw visitors to this community; and

**WHEREAS**, the P.E.C. has notified the Town's Administration that Orange County Public Schools (OCPS) has granted permission P.E.C. full access to the Historic Robert Hungerford High School Campus for the planning and implementation of the 37<sup>th</sup> ZORA!® -- Outdoor Festival of the Arts, with load-in beginning on Monday, January 26 and the completion of breakdown no later than Wednesday, February 4, 2026;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1.0 The Historic Town of Eatonville Town Council assigns to P.E.C., the exclusive right to present the **37<sup>th</sup> Annual ZORA! ® – Outdoor Festival of the Arts** within the Historic Town of Eatonville's corporate Limits and grants to P.E.C., an exclusive permit for this event.
- 1.1 In granting this exclusive right and permits, the Town Council acknowledges and agrees to P.E.C.s, preparing for the Outdoor Festival commencing on, as early as Monday, **January 26, 2026**, at 8:00 A.M.
- 1.2 The Town Council recognizes the ZORA! ® - Outdoor Festival of the Arts boundaries as beginning at the intersection of Wymore Road to Calhoun Avenue on Kennedy Boulevard. Specifically, from Wymore Road, it would extend eastward to the extent of the vending booths and as well as being located on the Hungerford Field/Wymore Road Parking Area.
- 1.3 The Town Council does provide its support to P.E.C., in its plan to close Kennedy Boulevard, at the intersection of Calhoun Avenue and Kennedy Boulevard to Wymore Road and Kennedy Boulevard, beginning **12:30 PM on Thursday, January 29<sup>th</sup>** with the re-opening no later than **6:00 AM on Monday, February 2, 2026**. P.E.C., understands that it is responsible for attaining all applicable permits to close Kennedy Boulevard. P.E.C., also understands that it is responsible for notifying all necessary entities, such as Orange County, FDOT, and Lynx; with better communication with Lynx and
- 1.4 The Town Council prohibits the issuing of any other permits to vendors during the ZORA! ® Festival season (i.e., **Thursday, January 29– Sunday, February 1, 2026**) and will instruct the Town of Eatonville's Police Department to shut down and/or remove any party which seeks to establish vending which has not been authorized under P.E.C's permit

**IN EXCHANGE FOR THE EXCLUSIVE PRIVILEGES IDENTIFIED ABOVE, P.E.C, AGREES TO:**

2.0 ***Free entry dates should be Friday- January 30 - Sunday February 1, 2026*** for all Eatonville Residents who provide authorized proof of residency, (Drivers License or Official Florida Identification) within the Town of Eatonville to those managing the admission gates.

2.1 Allow Eatonville residents who want to attend the concert stage performance on **Saturday, January 31 and/or Sunday, February 1, 2026 free admission** upon providing proof of residency within the Town to those managing the gates; and for Eatonville residents wanting to sit in a reserved, V.I.P. Section, they will pay the price required.

2.2 Pay to the TOE employees (public works, police staff) individual staff for professional services no later than **Friday, February 15, 2019**, upon the confirmation of time sheets and other bookkeeping requirements. P.E.C. understands that if any part of this section is violated, a 10% penalty will be assessed, and any future agreements shall be in jeopardy. ***P.E.C., agrees to provide a cashier's check and deposit of half of the projected budget total by January 16, 2026. Failure to adhere to this portion of the Agreement will result in no law enforcement for the event which will then per the agreement void the contract; therefore, the event cannot be held.***  
***The remaining balance is to be paid in full no later than Friday, February 20, 2026. – NOTE: If P.E.C. is being required to pay 100% upfront, then that 100% must be paid no later than Monday, January 26, 2026.***

**FURTHER CONDITIONS GOVERNING THIS CONTRACT:**

1.1 The Festival shall not interfere with the operation of any business that is established in or around the Designated Area. P.E.C., at its own expense shall notify in writing, or verbally if confirmed via a signed form by the business owner or manager of the business, all affected businesses located within ½ mile of the designated area of projected change in road/traffic patterns, no later than three (3) weeks prior to the first day of the Outdoor Festival of the Arts. Moreover, the Town may notify residents and businesses of projected change in road/traffic patterns through media the Town deems most effective. The Town may also place signs at the Town Hall, located at 307 E. Kennedy Boulevard, Eatonville, FL 32751 starting Wednesday, **January 2, 2026** or the earliest possible time thereafter announcing the projected change in road/traffic patterns and details of the change in road/traffic patterns. P.E.C., understands that if any part of this section is violated, any further agreements shall be in jeopardy.

- 1.1 P.E.C., and the Town's Police Department will coordinate the public safety and traffic requirements for the Outdoor Festival of the Arts. The Town's Police Department or its designee shall have the final decision on public safety during the Outdoor Festival of the Arts unless superseded by court order. If required by the Eatonville Chief of Police, P.E.C., shall hire sworn police officers after coordinating the appropriate manpower with Eatonville Police Department. P.E.C., shall pay ALL law enforcement the "**remaining balance**" for services no later than **February 20, 2026**. P.E.C. understands that if any part of this section is violated, a 10% penalty will be assessed, and any further agreements shall be in jeopardy.
- 1.2 The Town's Police Department or its designee shall provide to P.E.C. the final requirements for all traffic signage by no later than **Friday, December 12, 2025**.
- 1.3 P.E.C., shall provide written confirmation to the Town's Police Department that it has secured all the required detours and traffic control devices required by the Town's Police Department no later than **Friday, January 9, 2026**.
- 1.4 The areas to be designated as 'NO PARKING' or 'TOW AWAY' zones ("Non-Parking Areas") shall be determined by the Town's Police Department and the Town's Police Department shall direct P.E.C., to where these signs should be placed since it is P.E.C., responsibility to place them.
- 1.5 If a vehicle is towed for violating the **Non-Parking Areas, the vehicle will be towed to the tow facility: BJ's Towing Services, 670 Mason Avenue, Apopka, FL 32703; (407) 886-0568. QUESTION (by P.E.C., 11/11/25), Is the information stated here still current?**
- 1.6 P.E.C., shall maintain a Two Million Dollar (\$2,000,000.00) liability insurance policy with the Town of Eatonville named as the co-insured for the duration of the ZORA!® Festival, P.E.C. shall provide a true copy of the certificate of insurance to the Town Clerk's Office no later than **the Monday, January 26, 2026**, which is prior to the first day of set-up of the Outdoor Festival of the Arts, **Thursday, January 29, 2026**.
- 1.7 This Agreement cannot be revised, amended or modified without the written, mutual consent of the parties hereto.
- 1.8 In the event any term or terms or condition or conditions of this Agreement are ruled illegal or unconstitutional, and is severed from this Agreement, the

severed portion or portions shall not invalidate the remaining terms and conditions of this Agreement.

- 1.9 Any Town employee that works for P.E.C., during the Festival shall be paid directly by P.E.C., no later than **Friday, February 20, 2026**. Such employee shall submit the time sheet with a W-9 to P.E.C., within ten (10) days of the last day of the event.
- 1.10 In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines as mandated by Florida Commission of Ethics.
- 1.11 P.E.C. shall protect the Town's Landscape from any harm done by P.E.C., vendors and any other entity or individual that is doing business with P.E.C., by example, grease dumping and/or destruction of the streetscape. P.E.C., shall work with Town staff (Public Works, Police, and Finance) to ensure that P.E.C. returns the Town's property in the same condition it was prior to the beginning of the ZORA!® – Outdoor Festival of the Arts. Appropriate photographs should be taken prior to the beginning of the ZORA!® – Outdoor Festival of the Arts; and, if required, P.E.C. will be responsible for replacing and/or restoring anything which has been destroyed.
- 1.12 P.E.C. shall put in place safeguards and precautions to avoid creating a traffic control hazard during the event.
- 1.13 Further P.E.C. agrees to indemnify and hold harmless, the Town of Eatonville from any and all liabilities arising from P.E.C., its employees, servants, agents, representatives or any third party contracted by P.E.C., to perform services or provide material to the 37<sup>th</sup> Annual ZORA! ® - Outdoor Festival of the Arts in the Town of Eatonville, Florida.
- 1.14 P.E.C., shall take all measures to ensure the health and well being of the Town and the Town will take all measures to ensure the health and well being of its citizens, business, and all entities within the corporate limits of the Town.
- 1.15 Any ambiguity or inconsistency found in this Agreement by a court of competent jurisdiction shall be interpreted in favor of the Town of Eatonville. This contract shall be voided immediately if any portion is not abided to. All parts of this Agreement must be met prior to commencement of the Festival.

**SIGNATURE PAGE**

EXECUTED

\_\_\_\_\_  
President of the Board of Directors  
The Association to Preserve Eatonville  
Eatonville Community, Inc. (P.E.C.)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Executive Director  
Association to Preserve Eatonville  
Eatonville Community, Inc. (P.E.C.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angie Gardner, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Veronica King, Town Clerk  
Town of Eatonville

\_\_\_\_\_  
Date