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10-28-26
Marked up by
N.Y. Nathiri (P.E.C.)

AGREEMENT BETWEEN

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

38th
~~37th~~ ZORA! ® – Outdoor Festival of the Arts
Friday, January ~~30~~ 29 – Sunday, ~~February 1~~ January 31, ~~2026~~ 2027

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 20th 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 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

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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 37th 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 ~~**37th**~~ 38th 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~~** 25, 2027, at 8:00 A.M.

1.2 The Town Council recognizes 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 supports 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 **3:30 PM on Thursday, January ~~29~~** 28th and re-opening no later than ***6:00 AM on Monday, February ~~2, 2026.~~*** 1, 2027 **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 governmental entities, such as Orange County, FDOT, and Lynx regarding festival details and its specific needs for support from these entities.

1.4 All vendor permits for the event must be under the P.E.C. permit. The Town will not issue any other vendor permits during the ZORA! ® Festival season (i.e.,

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Thursday, January 29– Sunday, February 1, 2026) and will instruct the Town of Eatonville's Police Department to shut down and/or remove any vendor which has not been authorized under P.E.C.'s permit.

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

2.0 ***Free entry dates: 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 Eatonville residents who want to attend the concert stage performance on **Saturday, January 31** ***and/or Sunday, February 1, 2026, will be granted free admission*** upon providing proof of residency within the Town to those managing the gates; full price will be charged to Eatonville residents seeking reserved, V.I.P. Seating.

2.2 P.E.C. will reimburse the Town for the services of TOE employees provided to the Festival (public works, police, and other staff) no later than ***Friday, February 15, 2026***, 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 future agreements shall be in jeopardy. ***P.E.C. agrees to provide a cashier's check and full payment of the projected budget for Town services by January 26, 2026 by 12pm (noon). Failure to adhere to this portion of the Agreement will result in no law enforcement for the event which will then void the contract and cancel the event. The remaining balance is to be paid in full no later than February 15, 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. No later than three (3) weeks prior to the first day of the Outdoor Festival of the Arts, P.E.C. shall, at its own expense, notify in writing all affected businesses located within ½ mile of the designated area of projected change in road/traffic patterns. Additionally, 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 date 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 future agreements will 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

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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 ~~15~~ 27, 2026.*** P.E.C. understands that if any part of this section is violated, a 10% late fee will be assessed, and any further agreements with the Town 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~~ 11, 2025.*** 2026

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~~ 8, 2026.*** 2027

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. It is P.E.C.'s 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.**

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~~ 25, 2027 ~~2026~~**, which is prior to the first day of set-up of the Outdoor Festival of the Arts, **Thursday, January ~~29~~ 28, 2027, 2026.**

1.7 This Agreement can only be revised, amended or modified by written agreement of the parties hereto.

1.8 In the event any terms or conditions of this Agreement are ruled illegal or unconstitutional, the remaining terms and conditions of this Agreement shall remain binding and enforceable.

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1.9 Any Town employee that works directly for P.E.C. during the Festival shall be paid in full directly by P.E.C. no later than **Friday, February ~~20~~ 19, ~~2026.~~ 2027** All such employees shall submit their time sheets with a completed W-9 form 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 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. 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 as 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 to document pre-event condition 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 adopt safeguards and precautions to avoid traffic control hazards during the event.

1.13 P.E.C. agrees to indemnify and hold harmless, the Town of Eatonville from 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 materials to the ~~37th~~ 38th 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.

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SIGNATURE PAGE

EXECUTED

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

1/13/2026
Date:

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

1/13/2026
Date:

Signed by:

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Angie Gardner, Mayor

1/9/2026
Date:

ATTEST:

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Signed by:

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~~Veronica~~ King, Town Clerk
Town of Eatonville

1/13/2026
Date: