

TOURISM PROMOTION AGREEMENT

2021 Valspar Championship

THIS AGREEMENT is made and entered into as of the 16 day of February, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), for and on behalf of Visit St. Petersburg/Clearwater (“VSPC”), and Copperhead Charities, Inc., a Florida not for profit corporation (“Event Organizer”) (collectively, the “Parties,” or individually, a “Party”).

WITNESSETH:

WHEREAS, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104(5)(a)2., Florida Statutes, VSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of its main purposes the attraction of tourists; and

WHEREAS, the County, on behalf of VSPC, agrees to provide Tourist Development Tax funding for the 2021 Valspar Championship to be held April 26 – May 2, 2021 (“Event”), organized and operated by the Event Organizer to promote Pinellas County tourism as described in the promotion program as defined herein.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect through November 2, 2021, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) for Sponsorship benefits and up to the sum of Five Thousand Dollars (\$5,000.00) for Marketing and Advertising expenditures for a total sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A attached hereto and made a part hereof (“Promotion Program”). The County shall pay the funding herein in accordance with the following:

A. The funding herein shall be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.G. at the address set out in Section 4.

B. Payment shall be made by the County to the Event Organizer in accordance with §218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.”

C. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, voluntary action or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or

ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer are hereby deobligated, and shall not be paid unless this Agreement is amended in writing by mutual agreement of the Parties expressly authorizing payment of the funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i) above post a fully executed funding agreement but pre-event, the Event Organizer shall either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses; or 2) seek reimbursement for allowable marketing deliverables per the agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event.

D. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer in breach of any covenant, term or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the term.

E. The Event Organizer shall provide immediate written notice to VSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer's funding request.

F. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VSPC, or his designee.

G. The Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and shall specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards, and such other information as required by VSPC. Failure to submit the report as required shall disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer shall organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event and agrees to use its best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a quality, pleasant, enjoyable experience for all participants.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated herein shall be each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports shall be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

For the County:
Craig Campbell, Director
Community & Brand Engagement
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:
Tracy West, Tournament Director
Copperhead Charities, Inc.
36750 U.S. Highway 19 N.
Palm Harbor, FL 34684
TWest@thecopperheads.org

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement, without cause, by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the event postponed as provided herein, Event Organizer shall only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as agreed upon by County staff. Reimbursement shall be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement shall be considered in breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. A. The Event Organizer shall, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer shall maintain all such records and documents for at least three (3) years following termination of the Agreement, including but not limited to all documents in support of the Event Organizer's funding application and post event reporting.

B. The County through VSPC or VSPC's vendor, has the right to perform on-site surveys during the Event for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination.

7. A. Neither the County nor the Event Organizer shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly

authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of the Event Organizer.

C. The Event Organizer shall indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Event Organizer; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

8. A. The Event Organizer shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D., 6.A., and 7.A., B. and C. shall survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Event Organizer agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

10. By signing this Agreement as provided below, Signer attests to all of the following:

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;

B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and

C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.

<Signature page follows>

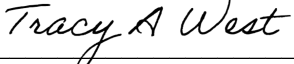
IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

By: 

Barry A. Burton


COPPERHEAD CHARITIES, INC.

By: 

Tracy West, Tournament Director

[Corporate Seal]

APPROVED AS TO FORM

By: 

Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY21
Benefits & Deliverables
Exhibit A**

**Event Name: 2021 Valspar Championship (“Tournament”)
Event Dates: April 26-May 2, 2021
Marketing & Advertising Funding Amount: \$5,000
Sponsorship Contribution: \$120,000
VIK Contribution: \$12,625
Total Contribution: \$137,625**

- I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:
 - A. Official Designation Status
 - i. VSPC to be designated as an Official Tourism Partner (non-exclusive).
 - ii. VSPC to be designated as the Official and Exclusive Presenting Sponsor of the Tournament’s Media Center. Tournament title sponsor will have exposure in the Media Center. VSPC to supply signage, decals, tablecloths, table toppers, pull-up banners and any promotional items for out-of-state reporters.
 - B. Marketing & Advertising Benefits
 - i. VSPC logo on pairings panels of the Official Tournament Pairings Guide digital publication distributed complimentary to fans Wednesday-Sunday. 65,000 copies.
 - ii. VSPC logo on all volunteer golf shirts and hats. Minimum of 2,500 shirts and hats.
 - iii. VSPC has option to provide collateral for press room, volunteer bags and volunteer tent.
 - iv. VSPC recognition in the live national television broadcast when announcers referring to Tournament location as “St. Pete Clearwater”.
 - v. Upon submittal and acceptance of post-event proof of performance documentation, VSPC will reimburse Tournament up to the sum of \$5,000 for spots and live interviews on PGA TOUR Radio national programs that promote VSPC and Facebook Live series. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs/samples.
 - C. Digital & Social Media Benefits
 - i. VSPC logo to be one of seven sponsor logos featured on the bottom of each page of the Tournament’s website, www.valsparchampionship.com, and include a hyperlink to VSPC homepage.
 - ii. VSPC-provided content to be included in one (1) post on Tournament’s Facebook and Twitter channels between January 1 – May 2, 2021, tagging @VisitStPeteClearwater and/or using #LiveAmplified

- iii. VSPC has opportunity to participate in Tournament’s blogger conference luncheon – or reception – held Tournament week.
- iv. VSPC recognition during Tournament Facebook Live sessions.
- v. Ability to participate / help promote “watch parties” at local area Tournament restaurant partners.

D. Event Onsite Benefits

- i. Two (2) minimum 10x10 spaces or one (1) 10x20 space for VSPC-branded expo tent located just inside the main fan entrance(s) to the Tournament. Ability to distribute promotional items. Tournament to provide water, ice, power and temporary storage if requested by VSPC at no cost to VSPC.
- ii. VSPC has option to provide Tournament with branded masks and sanitizer which can be used onsite in conjunction with items branded by Valspar and Tampa General Hospital.
- iii. VSPC logo on one (1) hole identification sign.
- iv. VSPC logo on Tournament main LED board located between the 18th green and 10th tee Wednesday-Sunday; and on 11 Tournament LED boards on-course on Wednesday.
- v. Tournament to provide the following to VSPC working staff (brand ambassadors, street teams, media, photographers) at no cost to VSPC: worker passes or credentials with appropriate access; parking passes; meals under the Tournament’s volunteer program.

E. Additional Benefits

- i. VSPC to receive the following tickets and credentials for business and promotional use:
 - 1. Twelve (12) Snake Pit Hopper Passes per day
 - 2. Six (6) valet parking passes per day
 - 3. Eight (8) VIP concert passes, if executed by Tournament
 - 4. Twenty-Five (25) grounds passes per day
 - 5. Two (2) honorary observer spots
- ii. VSPC to receive two (2) invitations to Tournament’s Official Media Day luncheon with local media, be recognized as special guest(s) and include materials in Tournament media kit.

II. VSPC will provide the following marketing and digital spends on behalf of the Tournament:

A. Digital & Media

- i. VSPC will provide a website pixel for Tournament to implement on its website. The pixel will allow for improved digital retargeting and provide the Tournament and VSPC robust visitor data, including bookings, visitor demographics and other pertinent booking information. Estimated \$3,125.00 value.
- ii. VSPC has option to perform an onsite survey or email survey, with assistance from Tournament, to collect tourism-related data and information during the Tournament, to be shared with Tournament Organizer upon request. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incent participation. Tournament to provide

space, power, and email survey coordination, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.