

TOURISM PROMOTION AGREEMENT

Outback Bowl & Clearwater Beach Day

THIS AGREEMENT is made and entered into as of the 28 day of November, 2017 ("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 Tampa Bay Bowl Association, 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 Outback Bowl Game to be played on January 1, 2018, including the Clearwater Beach Day on December 30, 2017 ("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 July 1, 2018, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of One Hundred Twenty Thousand Dollars (\$120,000.00) for the Outback Bowl Game as an Official Game Sponsor and Thirty Thousand Dollars (\$30,000.00) for the Clearwater Beach Day as an Event Sponsor, for the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00) ("Sponsorship Fee"), to 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 Sponsorship Fee in accordance with the following:

A. The Sponsorship Fee 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 2G 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; 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



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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 Sponsorship Fee on the revised terms as provided in said amendment.

D. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the Sponsorship Fee, 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, 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:
Tim Ramsberger, COO
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd. Ste 200
Largo, FL 33777
Tim@VisitSPC.com

For the Event Organizer:
Mike Schulze, Director of
Communications & Sponsorships
4211 W. Boy Scout Blvd., Suite 560
Tampa, FL 33607
Mike@outbackbowl.com



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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 thirty (30) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision.

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.

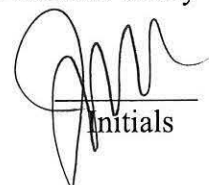
C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated 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. 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.

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, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees 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


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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.

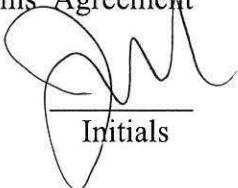
G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and shall remain an independent contractor and not an agent of the County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

H. Sections 2.D., 6 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



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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 grant 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 grant award.

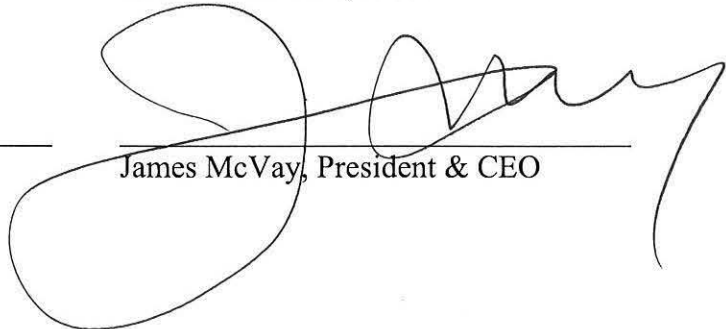
IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Mark S. Woodard

**TAMPA BAY BOWL
ASSOCIATION, INC.**



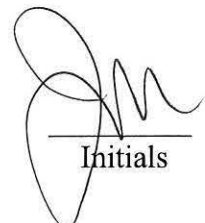
James McVay, President & CEO

[Corporate Seal]

APPROVED AS TO FORM

By: Michael A. Zas

Office of the County Attorney



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Pinellas County TDC Elite Event Funding FY 17-18

Benefits & Deliverables

Exhibit A

Event Name: Outback Bowl & Clearwater Beach Day ("Outback")

Event Dates: December 30, 2017 ("Beach Day"), January 1, 2018 ("Game Day")

Funding Amount: \$150,000

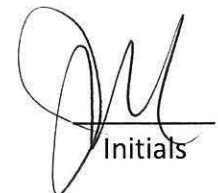
I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:

A. Official Designation Status:

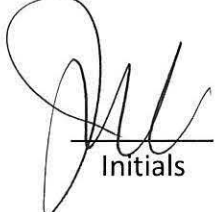
- i. Official Sponsor for Game Day.
- ii. Presenting Sponsor status for Beach Day. The event will be referred to as "*Clearwater Beach Day Presented by Visit St. Pete Clearwater*"

B. Marketing & Advertising Benefits per the attached **Marketing & Advertising Plan (Schedule 1)**:

- i. Broadcast Benefits (TV/Radio Spots provided by VSPC)
 - a. Live Telecast: One (1) thirty-second (:30) commercial in the national live telecast of the Outback Bowl game during the 1st half of the game. If available, VSPC has the option to purchase one (1) additional thirty-second (:30) commercial during the live telecast.
 - b. Re-airing: One (1) thirty-second (:30) commercial in the initial re-airing of the game.
 - c. Preview Show Special: Two (2) thirty-second (:30) commercials in each of two (2) airings of the Outback Bowl TV Preview Show Special aired nationally on ESPN2 and ESPNU in late December.
 - d. Two (2) segments of the Outback Bowl Preview Special will be shot on location in Pinellas County at sites determined by VSPC.
 - e. One (1) segment of the Preview Special will promote Clearwater Beach and the Beach Day event.
 - f. Bumper spots and mentions of Pinellas County during the international broadcast of the game (VSPC to provide B-roll footage and Event Organizer to provide footage from Beach Day event /Event Organizer to provide best efforts to show VSPC B-roll).
- ii. Print Advertising/Publication Benefits (ads provided by VSPC)
 - a. One (1) full-page color ad in the Official Souvenir Game Program.
 - b. One (1) full-page editorial feature on Pinellas County.
 - c. One (1) full-page color ad in the Official Fan Guide publication which will also highlight numerous attractions and hotels from Pinellas County in editorial sections.
- iii. Additional Brand/Logo Recognition
 - a. Logo on Outback Bowl materials to include:
 1. Ads in the Tampa Bay Times.
 2. VIP Parking passes to the bowl game.


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3. Sponsor banners displayed at numerous Outback Bowl events throughout the year.
 4. Outback Bowl online newsletters distributed via email.
- b. VSPC mentions as a sponsor of Clearwater Beach Day (to be read as Visit St. Pete/Clearwater).
 1. On local radio stations for two (2) weeks prior to event.
 2. In live remote broadcast from Clearwater Beach Day event.
- C. Digital & Media Benefits per the attached **Digital & Media Plan (Schedule 2)**:
- i. Internet & Social Media Exposure
 - a. 760x100px Top-of-Page banners appearing on at least three (3) pages of the official event website (includes hyperlink to VSPC homepage).
 - b. 195x120px Right Column ads appearing on at least four (4) pages of the official event website (includes hyperlink to VSPC homepage).
 - c. Pinellas County attractions and bowl hotel partners will be featured in key sections on the official event web site.
 - d. One (1) page on official website will be dedicated toward highlighting Pinellas County as a destination.
 - e. Event Organizer to promote Pinellas County and VSPC throughout the year on its social media platforms to include Facebook, Twitter, Instagram, YouTube and Pinterest.
 - f. Event Organizer to promote VSPC and Pinellas County to teams' social media pages once teams are announced.
 - g. Event Organizer to include VSPC in meeting to maximize social media efforts/Event Organizer to deliver plan to social media staff of participating schools for fan base.
- D. Event Onsite Benefits
- i. VSPC Logo to be included on stadium wall banner wrap to show in game telecast.
 - ii. VSPC logo will appear dozens of times throughout the game on stadium digital signage including ribbon boards, tower boards and the main scoreboards.
 - iii. 10' x 40' display space at the Outback Bowl Pregame Bash.
 - iv. VSPC will be recognized on the field during the Pregame Show festivities at the Outback Bowl game.
 - i. Outback to provide water, ice and power (requirements TBD) if requested by VSPC and at no cost to VSPC.
- E. Clearwater Beach Day Event
- i. The Outback Bowl will produce an event titled "*Clearwater Beach Day Presented by Visit St. Pete Clearwater*" to be held December 30, 2017. The bowl will include the event on its official calendar.
 - ii. The event will be referred to as "*Clearwater Beach Day Presented by Visit St. Pete Clearwater*" on Outback Bowl publications and promotion of the event by the bowl in Bowl Online Newsletters, Visitor/Fan Guide Brochures and on the Outback Bowl website.



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- iii. The bowl will encourage visiting and local media to attend the event and recommend visiting radio and TV crews do live remotes from Clearwater Beach.
- iv. 10' x 10' space to showcase the destination and provide promotional materials (location to be mutually determined).
- v. Extensive banner signage to be displayed during Beach Day event (Event Organizer to position signage for maximum media coverage).
- vi. VSPC logo to be included on all Beach Day banners provided and installed by Event Organizer (Event Organizer to position signage for maximum media coverage).
- vii. VSPC logo to be included in the sandcastle display at no expense to VSPC.

F. Additional Benefits

- i. Outback to provide tickets and credentials for VSPC invited clients and promotional use:
 - a. Twenty-four (24) Club Level tickets
 - b. Four (4) on-field media passes
 - c. Twelve (12) VIP Parking passes
 - d. Two (2) media parking passes
- ii. Outback to provide the following to VSPC working staff, which includes but is not limited to brand ambassadors, street teams, media and photographers, if requested by VSPC and at no cost to VSPC:
 - a. Worker passes/credentials with appropriate access (all-access for VSPC media and photographers)
 - b. Parking passes
 - c. Meals under the event's volunteer program
 - d. Dedicated golf cart
- iii. Outback to offer sponsor or ticket packages to the Tourist Development Council.
- iv. Opportunity for VSPC participate in and activate at the December 31st Outback Bowl New Year's Eve Parade at no cost to VSPC.

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

A. Marketing & Advertising: N/A

B. Digital & Media:

- i. VSPC will provide a website pixel for Outback to implement on its website. The pixel will allow for improved digital retargeting and provide the event and VSPC robust visitor data, including bookings, visitor demographics and other pertinent booking information. Estimated \$5,000.00 value.
- ii. A portion of the tickets provided will be leveraged across VSPC's social media channels for giveaways bringing added free exposure for the event.

C. Event Marketing:

- i. Upon receipt of materials, VSPC will distribute Outback collateral at other local VSPC-supported events leading into the event to promote Outback.

SCHEDULE 1

Marketing & Advertising Plan

The marketing plan for the Outback Bowl encompasses many facets to reach potential fans and visitors on a national and regional level. This includes almost every area of the bowl operation as our primary purpose is to encourage visitors to come to the area. Advertising encompasses multiple formats including TV, radio, print, outdoor and digital.

Elements of our marketing that more specifically promote Pinellas County include:

- Visit St Pete Clearwater advertisements in the national Outback Bowl game telecast and preview show that airs multiple times on ESPN networks.
- Editorial footage and mentions of the beaches in game telecast bumper shots
- Editorial segments/features on Pinellas county amenities in the Preview Show
- Advertisements and editorial listings and features in the Outback Bowl Fan Guide publication and game program
- Advertisements on our official web site (see next section).
- Marketing promotion through social media working with the participating schools platforms (see next section).

The Clearwater Beach Day event will be promoted via:

- Editorial footage segment in nationally televised preview show airing the week of the event.
- Promotion in Outback Bowl Fan Guide publication distributed to at least 10,000 visitors in the weeks just prior to the event.
- Promotion on regional radio stations for two weeks prior to event
- Included in regional newspaper ads promoting key Outback Bowl public events
- Promotion in social media campaign and on Outback Bowl web site.

Marketing/Advertising Budget for Bowl Game:

Type	Budget
<u>Marketing</u>	
General Promotions	\$20,000
Preview Show	\$33,000
Fan Guide	\$11,000
Web Site	\$ 6,000
Social Media	\$18,000

<u>Advertising</u>		Value Received incl. bonus spots & trade
TV	\$30,000	\$ 70,000
Radio	\$39,000	\$133,000
Print	0	\$150,000
Outdoor	\$20,000	\$ 70,000
Digital Ads	\$15,000	\$ 15,000



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SCHEDULE 2

Digital & Media Plan

We promote the destination through a variety of media and PR efforts. The telecast of the Outback Bowl game itself in which Visit St Petersburg Clearwater receives a commercial spot, mentions and multiple visuals of its logo is the most watched annual sporting event in the region.

Comparison of 2016-17 TV Viewership of Major Annual Events in Region

Event	Avg. Rating	Avg. Viewership
Outback Bowl	3.63	6,103,608
St Pete Bowl	1.3	2,045,262
Valspar Golf Tourney	1.3*	1,973,930*
St Pete Grand Prix	0.8	1,198,961
East West Shrine Game	0.2	381,000

The exposure of the destination through ads in our Preview Show, web site, and publications directed at potential visitors provides tens-of-thousands of dollars in exposure for the County.

Our ad budget for the bowl is typically around \$90,000 which returns multiple times that in equivalent ad value due to bonus spots we negotiate with the media and when combined with media partnerships produces around \$450,000 in total advertising value.

The Bowl is promoted on TV, Radio and print. Also with digital advertising throughout Florida and in the primary school markets. We also use social media platforms to promote the bowl and destination, with emphasis on Pinellas County, using editorial content and contests to engage potential visitors.

Clearwater Beach Day is directly promoted with:

- A partnership with regional I-Heart Media radio stations with an approximate \$25,000 ad run.
- Feature segment in nationally televised half hour Preview Show aired three times in late December. Typically reaches 300,000 viewers.
- Included in full page ads in the regional newspaper Tampa Bay Times with 271,000 circulation.
- Promoted on Official Outback Bowl web site which generates over 700,000 page views.
- Promoted on Outback Bowl social media platforms and those of participating schools.

Media/PR & Digital Budget for Bowl Game:

Media/PR	\$67,000
Social Media	\$15,000

Media Advertising

	Budget	Value Received incl. bonus spots & trade
TV	\$30,000	\$ 70,000
Radio	\$39,000	\$133,000
Print	0	\$150,000
Outdoor	\$20,000	\$ 70,000
Digital Ads	\$15,000	\$ 15,000

