

TOURISM PROMOTION AGREEMENT

Pier 60 Sugar Sand Festival

THIS AGREEMENT is made and entered into as of the 28 day of February, 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 the Sunsets at Pier 60 Society, Inc. (“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 2017 Pier 60 Sugar Sand Festival to be held on April 14-23, 2017 (“Event”), organized and operated by 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 October 23, 2017, unless otherwise terminated as provided herein.

2. The County agrees to pay to Event Organizer the sum of One Hundred Thousand Dollars (\$100,000.00) (“Sponsorship Fee”) as an Event Sponsor, 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. Fifty percent (50%) of the Sponsorship Fee shall be due and payable no earlier than February 28, 2017, upon submittal of an invoice for payment and the remaining fifty percent (50%) of the Sponsorship Fee shall be due and payable forty-five (45) calendar days after completion of the Events, upon Event Organizer submitting an invoice for payment attached to all documentation required in Section 2G at the address set out in Section 4.

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

C. In the event Event Organizer: (i) cancels the Event(s) or does not conduct the Event(s); 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 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. Event Organizer shall repay the County for all illegal or unlawful expenditures of the Sponsorship Fee, or for expenditures made by 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. Event Organizer shall provide immediate written notice to VSPC if the Events are cancelled, rescheduled, or the scope of the Events is substantially changed from the Events as described in Event Organizer's funding request.

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

G. Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of the completion of the Events, which at a minimum shall include documentation establishing that Event Organizer provided the promotional benefits described in the Promotion Program, shall specify attendance at the Events and room nights generated by the Events 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 Event Organizer from being eligible for funding in future years.

3. A. 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 Events.

B. Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Events and agrees to use its best efforts to organize, manage, operate and conduct the Events 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, Deputy Director
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd, Suite 200
Largo, FL 33777
Tim@VisitSPC.com

Sunsets at Pier 60 Society, Inc.:

Lisa M. Chandler
Event Coordinator
615 Pinellas Street, Unit #1
Clearwater, FL 33756
Chan99@aol.com

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 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 Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. 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.

7. A. Neither the County nor 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 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 Event Organizer of its business, whether caused by 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 Event Organizer or Event Organizer's assets, or upon the County in connection with services performed or business conducted by Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of Event Organizer.

C. 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 Events; or on account of any act or omission, neglect or misconduct of 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. 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, 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 Event Organizer, and at all times Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D. 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 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.

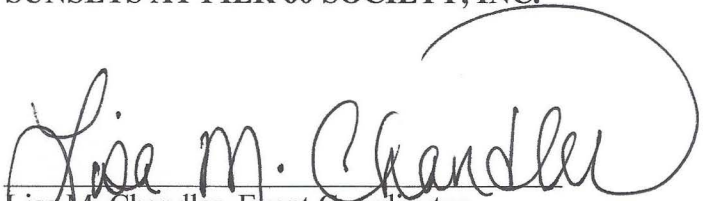
PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Mark S. Woodard




SUNSETS AT PIER 60 SOCIETY, INC.



Lisa M. Chandler, Event Coordinator

[Corporate Seal]

APPROVED AS TO FORM

By: 

Office of the County Attorney

Pinellas County TDC Elite Event Funding FY 16-17
Benefits & Deliverables
Exhibit A

Pier 60 Sugar Sand Festival
April 14-23, 2017
Funding Amount: \$100,000

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

- I. Official Designation Status: Official Presenting Sponsor
- II. VSPC logo (with hyperlink to VSPC homepage) included on all event and marketing collateral including, but not limited to the following:
 - a. Custom VSPC branded photo cover on all complimentary 5" x 7" souvenir photos (One (1) photo provided to each adult and senior ticket purchased/all artwork, images and content to be provided by VSPC)
 - b. VSPC to have dedicated branding rights to pages two and three in the event photo book (all artwork, images and content provided by VSPC)
 - c. TV, print, and digital billboards
 - d. Official Pier 60 Sugar Sand Festival banner located at base of Pier 60 Fishing Pier for 3 (three) weeks prior to the start of the event
 - e. Build-out week banner located on exhibit tent 9 (nine) days prior to start of event
 - f. Top/back of each event volunteer T-shirt (estimate 450 volunteers)
 - g. All nationally targeted marketing campaigns, where applicable
- III. Digital/Social Media Benefits:
 - a. VSPC tagged in all organic or paid social media advertising programs/posts
 - b. VSPC logo placement on official event webpage at SugarSandFestival.com to include hyperlink to VSPC home page
- IV. Print Advertising (ads provided by VSPC): N/A
- V. Broadcast Benefits (TV/radio spots): N/A
- VI. Event Onsite Benefits:
 - a. Display/Exhibits:
 - i. "Live Amplified" Souvenir Photo Opportunity:
 1. VSPC will have branding rights to the custom sand sculpture photo opportunity located within the foot print of the festival.

- ii. 1 (one) 10' x 10' space for VSPC to display and distribute promotional materials to include non-food product sampling (Two consecutive weekends from 10am to closing on April 14-16 and April 21-23, 2017/location to be mutually determined)
- iii. Space to display VSPC branded vehicle
- iv. Opportunity for VSPC to have a special onsite activation
- v. Onsite brochure rack card space for ten days

b. Signage:

- i. 6 (six) custom banners/feather flags displayed at premium locations (banners/feather flags provided by Event Organizer)
- ii. 6 (six) logo feather flags (provided by Event Organizer)

c. Other:

- i. Custom branded corn hole board set

VII. Tickets and Credentials for tourism industry officials and VSPC invited clients and guests:

- a. Two (2) Sugar Sand & Sunsets VIP Dining Experience to include:
 - i. Use of six professionally hand carved sand tables for up 48 distinguished guests (three tables for twenty-four guests on Friday, April 21, 2017, and three tables for twenty-four guests on Saturday, April 22, 2017) to include parking and Ferry transportation from downtown Clearwater.
 - ii. Three-hour decadent chef's choice, four course, culinary affair
 - iii. Tour of Sugar Sand walk exhibit
 - iv. Custom souvenir photo book for all guests
 - v. Grand finale fireworks display over the waters of Pier 60 on Saturday, April 22, 2017
- b. 200 admission tickets to Sugar Sand Walk Exhibit (each ticket includes one commemorative 5x7 photo with cover)
- c. Fifty (50) VSPC volunteer meal tickets
- d. Seventy-five (75) ferry passes for volunteers and VSPC clients and guests
- e. Thirty (30) parking passes to be used at the Hyatt parking garage. Validation and stickers may be used at anytime during the festival.