

TOURISM PROMOTION AGREEMENT

Hooters Clearwater Offshore Nationals

THIS AGREEMENT is made and entered into as of the 28 day of August, 2019 ("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 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 Hooters Clearwater Offshore Nationals to be held September 27-29, 2019 ("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 March 28, 2020, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of Seventy-Five Thousand Dollars (\$75,000.00) ("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. 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 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, subject to timing of report from research vendor, if applicable, 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:
Craig Campbell
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:
Frank Chivas
Tampa Bay Charities, Inc.
18395 Gulf Blvd., Suite 204
Indian Shores, FL 33785
Frank@tbi.net

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. 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, 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 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 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

TAMPA BAY CHARITIES, INC.


Barry A. Burton


Frank Chivas, President

APPROVED AS TO FORM

[Corporate Seal]

By: 
Office of the County Attorney

Pinellas County TDC Elite Event Funding FY 18-19
Benefits & Deliverables
Exhibit A

Event Name: Hooters Clearwater Offshore Nationals ("Event")

Event Dates: September 27-29, 2019

Funding Amount: \$75,000.00

VIK Contribution: \$36,300.00

Total Contribution: \$111,300.00

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 Presenting Sponsor of the Event: "Hooters Clearwater National Super Boat Championship presented by Visit St. Pete Clearwater."
- ii. VSPC to be designated as exclusive Presenting Sponsor for festival parade: "Presented by Visit St. Pete Clearwater."

B. Marketing & Advertising Benefits

- i. VSPC logo to be included on all Event marketing collateral, including but not limited to the following:
 - a. Six (6) ads in the Tampa Bay Times listing VSPC as a Sponsor.
 - b. At least two (2) digital billboards within the I-4 corridor.
 - c. Rack cards, save the date cards and posters.
 - d. Street banners and Super Boat banners.
 - e. One (1) sleeve or on the back of the volunteer uniform.
 - f. Hooters in-store promotional materials, including but not limited to: banners, posters, coasters, in-store TV.
- ii. Print Advertising: N/A.
- iii. Broadcast:
 - a. VSPC will receive mentions during the live broadcast of the event on NBC Sports Talk Radio.
 - b. VSPC to receive recognition during Sunday's live streaming of event by Bay News 9 and Spectrum Sports Network that will include live interviews with tourism officials and local dignitaries.
 - c. VSPC to receive thirty-second (:30) commercial(s) during the three-hour live streaming broadcast on race day. Number to be mutually determined.
 - d. VSPC logo included on over 10,000 units of thirty-second (:30) Super Boat commercials to be aired on Spectrum Networks.
 - e. VSPC mentions included in 700 units of thirty-second (:30) Super Boat commercials to be aired on NBC Sports Talk Radio. VSPC to be read as "Visit St. Pete Clearwater."

C. Digital & Media Benefits

- i. VSPC logo placement on official Event webpage to include hyperlink to VSPC home page
- ii. VSPC will be tagged on social media channels including Facebook, Instagram and Twitter

D. Event Onsite Benefits

i. Display/Activation Space

a. Friday Parade (Downtown Clearwater)

1. Opportunity for VSPC to utilize one (1) 10' x 20' space to promote the destination along the parade route.
2. Opportunity for VSPC Powerboat to lead parade and distribute promotional materials to parade attendees.
3. Opportunity for VSPC to provide promotional materials and signage for VIP area.

b. Saturday Concert Festival (Pier 60 Park)

1. Opportunity for VSPC to utilize one (1) 10' x 20' space to promote the destination within the festival footprint.

c. Sunday Race Day (Pier 60)

1. Opportunity for VSPC to utilize one (1) 10' x 20' space to promote the destination at the base of Pier 60.

ii. Signage

- a. Prominent placement of six (6) VSPC banners at Friday's VIP Party. VSPC to provide banners. Event to install, remove and return to VSPC at no cost to VSPC.
- b. Prominent placement of VSPC banners and flags at Saturday's and Sunday's events at Pier 60. Quantity and location to be mutually determined. VSPC to provide banners and flags. Event to install, remove and return to VSPC at no cost to VSPC.
- c. Exclusive placement of two (2) VSPC banners on the roofs of two (2) pavilions at the end of Pier 60. VSPC to provide banners. Event to install, remove and return to VSPC at no cost to VSPC.

iii. Other

- a. VSPC included as "Presenting Sponsor" on 3,000 VIP badges.

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

A. Marketing & Advertising:

- i. VSPC will spend \$15,000.00 with WESH in the Orlando Market in the 4 weeks leading into and promoting the Event.

B. Digital & Media:

- i. VSPC will spend \$5,000.00 in a digital campaign, including SEM (search engine marketing) across Bing/Google and social media across Facebook, Instagram and Twitter leading into and promoting the Event.
- ii. VSPC will provide a website pixel for Event to implement onto its website (clearwatersuperboat.com). 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.

- iii. VSPC will provide an onsite survey team to collect tourism-related data and information during the Event. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incent participation. Event to provide space and power, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.
- iv. 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 Event collateral at other local VSPC-supported events leading into and promoting the Event.

D. Other:

- i. If Event executes, VSPC will provide two (2) round-trip flights for two (2) sweepstakes. Sweepstakes to be promoted in New York City and Chicago. Estimated \$1,800.00 value.