

TOURISM PROMOTION AGREEMENT

St. Pete BikeFest

THIS AGREEMENT is made and entered into as of the 24 day of November, 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 OCC Road House & Museum, LLC a Florida limited liability company ("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 St. Pete BikeFest to be held November 18-21, 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 May 21, 2022, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Thirty Thousand Dollars (\$30,000.00) for Sponsorship benefits and up to the sum of Forty-Five Thousand Dollars (\$45,000.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars (\$75,000.00) 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. Marketing and Advertising expenditures shall be paid on a reimbursement basis upon submittal of required documentation to the County which shall include: (i) a copy of subcontractor/vendor invoices for which Event Organizer is seeking reimbursement; (ii) proof of payment of the invoices by the Event Organizer such as a cancelled check or acknowledgement of receipt of payment from the subcontractor/vendor; and (iii) documentation showing that the items invoiced were provided or produced such as proofs or samples that match the marketing plan attached hereto as Exhibit B and made a part hereof.


Initials

B. 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.A and 2.H. at the address set out in Section 4.

C. 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."

D. 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, ii, or iii) 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 minus any value received by County up until cancellation as determined by VSPC staff; 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 and to the extent of value received by County as determined by VSPC staff.

E. 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.

F. 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.

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

H. 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:

Keith Overton, Manager
OCC Road House & Museum, LLC
8039 Boca Ciega Dr.
St. Pete Beach, FL 33706
koverton@pioneeringresorts.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 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 determined by VSPC 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, 2.E., 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.

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

OCC ROAD HOUSE & MUSEUM, LLC

By: 
Keith Overton, Manager

[Corporate Seal]

APPROVED AS TO FORM

By: 
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY22
Benefits & Deliverables
Exhibit A**

**Event Name: St. Pete BikeFest ("Event")
Event Dates: November 18-21, 2021
Marketing & Advertising Up To Funding Amount: \$45,000
Sponsorship Contribution: \$30,000
VIK Contribution: \$12,625
Total Contribution: \$87,625**

- 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 official and exclusive Travel & Tourism Partner of the Event.
 - B. Marketing & Advertising Plan Funding Support
 - i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VSPC will reimburse Event up to the sum of \$45,000 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs or samples that match the marketing plan.
 - C. Sponsorship Benefits
 - i. Marketing & Advertising Benefits
 - 1. VSPC Logo (Logo provided by VSPC) to be prominently displayed on all materials produced by Event for marketing and advertising, including but not limited to collateral, print ads, television and billboards.
 - 2. VSPC to be included in the official Event calendar.
 - ii. Digital & Media Benefits
 - 1. VSPC to be prominently featured on all digital materials produced by Event, including but not limited to website with link to VSPC webpage, digital ads and social media.
 - iii. Event On-Site Benefits
 - 1. Opportunity for up to 10 x 30 space during Event for the VSPC-branded Powerboat display. Location to be mutually determined.
 - 2. Event Advertising
 - a. VSPC logo will be featured on the Event concert stage.
 - b. Company name and logo displayed everywhere the Event is promoted onsite, on all banners and on printed literature.
 - c. Public Address Announcements throughout Event calling attention and messaging to VSPC participation

D. Additional Benefits

- i. Event to provide the following Tickets and Credentials for VSPC invited clients and promotional use:
 - a. Six (6) VIP credentials per day
 - b. Three (3) parking passes per day
- ii. Event 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

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

A. Digital & Media

- i. VSPC will provide a website pixel for Event 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 \$3,125.00 value.
- ii. 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.

STRATEGIC MARKETING PRIORITIES

According to Motorcycle Media, the motorcycle industry is one of the fastest growing. Already a \$25 billion a year industry, over \$13 billion is spent on events annually. This is one reason creating our own festival made tremendous sense. The vision is for St. Pete BikeFest to become an annual event and rate as one of the premier rallies in the county. We have had tremendous growth over the last three events which have filled hotels, restaurants, and attractions all through the Tampa Bay area. We offer a unique festival with exceptional events, entertainment, amenities, and food and beverage offerings. We plan to showcase the best of our destination and specifically design events to take visitors offsite and explore the offerings in the Tampa Bay area.

MARKET PENETRATION

1. MAKETING PLAN NOTES OF INTEREST

- \$25 Billion Dollar Industry
- Average Income \$75K+ annually
- Women are more than 1/3 of the market
- Average age 40-65
- \$13 billion on events annually
- Over \$2 billion on charities annually
- 570,000+ registered motorcycles in Florida

2. TARGETING DEMOGRAPHICS

- Adults aged 40-65
- Off season HHI \$75,000+, \$100,000+ for season
- Blue collar to white collar
- 70% male; 30 Female

Geographic Targets by DMA

1. Florida
2. Georgia
3. South Carolina
4. Louisiana
5. Texas
6. North Carolina
7. Chicago

8. New York

ACTION PLAN**1. GUEST ACQUISITION — NEW GUESTS****Goals and Objectives**

To utilize multi-channel approach and target demographics to make them aware of the event and showcase the uniqueness of our offering.

Strategy

Delve into guest demographics and psychographic data and trends to better understand our guest type and enhance efforts to target like-minded prospects in key areas for marketing St. Pete BikeFest.

Tactics (see budget for detailed plan)

Channel	
Social Media	X
Promotions	X
Special Events	X
Sponsorships	X
Consumer Media	X
Radio/Streaming/Digital	X
Newspaper/Digital	X
Direct Mail New	X
SEO/SEM	X
Digital Advertising	X
Electronic (target specific)	X

2. WEBSITE**Goals, Objectives and Tactics**

Developed and launched a dedicated website (www.StPeteBeachBikeFest.com) to be the primary drive of communication and revenue production. Goals are to use several platforms to promote the event, but always drive them to the website to convert.

3. DIGITAL MARKETING

Search Marketing – Paid and Organic

Knowing how critical the website is to our overall marketing efforts, resources and focus will be dedicated to optimizing the site. Utilizing tools and our in-house agency resources to optimize the site for appropriate organic keywords as well as paid advertising will be a part of digital efforts. Both brand and non-brand terms will be pursued as we continue to implement our strategy.

Digital Display Advertising

Digital advertising has already been launched and will continue to be used as a tactic to drive new visitors to the event website. Retargeting is also active which will be used as a conversion tool.

4. SOCIAL MEDIA

Goals, Objectives and Tactics

Social channels are already active and performing extremely well. We will devote a lot of attention to these platforms as we know the value they provide for events such as ours. We are currently managing Facebook (14k+), and Instagram. With the addition of OCC Road House & Museum social, our reach has increased by another 34k+.

- <https://www.facebook.com/SPBBikeFest/>
- <https://www.instagram.com/spbbikefest/>

Utilize social media to promote event but also conduct special promotions, private meet and greets, etc.

5. PUBLIC RELATIONS

Goals, Objectives and Tactics

Hayworth Creative (our PR agency) has been an integral partner in finding all ways to create media attention surrounding the event. Hayworth has a proven track record on such events and will take the lead promoting the event via our media initiatives. Media will be invited to the event as well as a VIP preview in an effort to maximize exposure. Media releases and calendar events will be sent on several occasions. Local, regional and national media will be pitched based on editorial calendar and media leads. Media missions will also be conducted where the event is pitched in state via one-on-one deskside briefings.

Promotions

We will be creating giveaway promotions of tickets/packages with local and regional radio and television stations, print, online and social media.

Radio

As a part of our sponsorship agreements with some of our main sponsors, we have inventory available to promote the event via radio/streaming. We also have marketing dollars set aside to dedicate to this platform from September-November.

Print

Publication	Dates
<i>Full Throttle Magazine</i> (full page)	January – November
<i>Florida Ride or Die Magazine</i> (full page)	November

Trade Shows

We have contracted brand ambassadors to represent us at the major bike events leading up to our date in November.

Ongoing Committed Events

- Florida Motorcycle Expo: February
- Bike Week Daytona Beach: March
- Sturgis: August (at least three full days in the last week)
- Cotee River Bike Fest: October
- Biketoberfest: October
- Panama City Beach: October
- Leather and Lace Biker Rodeo Orlando: (TBD)
- *OCC Road House Bike Night St. Petersburg: Weekly

Media Releases and Calendar Alerts

Press releases and media alerts announcing event, entertainment, sponsors and special announcements (already sent initial release).

Media Development

Local, regional and national media pitching based on editorial calendars and media leads. In addition, pitch regional TV morning shows for appearances.

Media Missions

Pitch BikeFest to in-state media via one-on-one deskside briefings.

Media Visits

Invite media to a preview or VIP night. Possible meet and greets with artists depending on rider agreement.

6. PRELIMINARY BUDGET

Production: (sound, stage, lights, screen, backline, mgt, fee, labor)	\$23,500
All Talent + Riders + Hospitality	\$111,000
Romeo Talent (Band commission)	\$8,150
Contract Custodial	\$2,880
Parking Attendants	\$4,800
EMT/Medical	\$1,061
Off Duty Deputies/Security	\$8,074
VIP Restrooms/Porta-Potty's	\$4,000
Misc Collateral (brochures, TS booth, banners, raffle tix etc.)	\$2,000
Radio	\$12,500
Social Advertising	\$5,000
Additional Digital/PPC/Email	\$8,915
Print	\$3,000
Display (Billboards)	\$11,299
Offsite Event Marketing	\$3,000
Fencing	\$3,500
Media Content Creation/Coverage (Photo/Video)	\$8,100
Runner	\$800
Additional Hospitality for Contract Staff	\$3,300
Roadway Sign Rental	\$2,000
Umbrella Insurance Policy	\$25,000
Total	\$251,879

VSPC-approved marketing expenses.