



STANDARD SPONSORSHIP TERMS AND CONDITIONS FOR GREATER FORT LAUDERDALE CONVENTION AND VISITORS BUREAU SPONSORSHIP AGREEMENTS

These Standard Sponsorship Terms and Conditions (“Sponsorship Terms”) govern all Sponsorship Agreements entered into by Broward County (the “County”) on behalf of the Greater Fort Lauderdale Convention and Visitors Bureau.

RECITALS:

A. The Greater Fort Lauderdale Convention and Visitors Bureau (“GFLCVB”) is a County agency and its mission is to promote, advertise, and position the greater Fort Lauderdale area as a premier tourism destination through quality marketing programs and sales outreach activities that stimulate economic development and growth and attract tourists, conventions, and events to the greater Fort Lauderdale area for the event described in Recipient’s Sponsorship Agreement (the “Event”).

B. For **Group/Convention Sponsorships**, Recipient intends to use the venue in the greater Fort Lauderdale area identified in the Sponsorship Agreement (the “Venue”) for Recipient’s Event. The Event is expected to generate consumed hotel room nights or total attendance stated in Recipient’s Sponsorship Agreement.

C. For **Tourism Event Sponsorships**, Recipient is providing an event, service, or activity that has the provision of activities attractive to tourists already in Broward County as its primary purpose. The Event is expected to generate certain attendance as stated in the Recipient’s Sponsorship Agreement.

D. For **Place of Interest Sponsorships**, Recipient operates a permanent facility located in Broward County that provides attractions, events, and/or activities attractive to tourists in Broward County as a primary purpose. Recipient’s Place of Interest is expected to generate certain attendance over the Term as stated in the Recipient’s Sponsorship Agreement.

E. As an incentive for Recipient to utilize the Venue for the Event (for Group/Convention Sponsorships), offset costs of the Event (for Tourism Event Sponsorships), or offset costs associated with the operation of the Place of Interest (for Place of Interest Sponsorships), County desires to offer to Recipient, and Recipient desires to accept from County, certain monetary, nonmonetary, and/or in-kind incentives described in Recipient’s Sponsorship Agreement (“Incentive”), subject to the terms and conditions stated in the Sponsorship Agreement and these Sponsorship Terms.

TERMS AND CONDITIONS

1. Incentive. As consideration for Recipient operating the Place of Interest (for Place of Interest Sponsorships), holding the Event (for Tourism Event Sponsorships and Group/Convention Sponsorships), and/or utilizing the Venue for the Event (for

Group/Convention Sponsorships), and the Sponsorship Benefits described in the Sponsorship Agreement provided to County by Recipient, County shall provide Recipient the Incentive to assist Recipient in connection with holding or hosting the Event.

a. Remittance of Incentive. In order to qualify for and receive any portion of the Incentive, Recipient must submit a complete and executed compliance certificate in the form provided by GFLCVB (“Compliance Certificate”) and the required supporting documentation within thirty (30) calendar days after the completion of the Event (for Group/Convention Sponsorships or Tourism Event Sponsorships) or the end of the Term of County’s Sponsorship (for Place of Interest Sponsorships). Subject to review and approval by the President of GFLCVB, County will pay Recipient the monetary portion of the Incentive within thirty (30) calendar days after receipt of the Compliance Certificate, unless otherwise stated in Recipient’s Sponsorship Agreement. Recipient shall use the Incentive only to defray costs associated with the Event or Place of Interest (as applicable) or as may otherwise be described in the Sponsorship Agreement.

b. Additional Conditions to Remittance. If the attendance, hotel room night, or other information certified in the Compliance Certificate is less than the Recipient Commitment specified in the Sponsorship Agreement, County may, at the sole and absolute discretion of the President of the GFLCVB, reduce the Incentive and provide only a pro rata share, calculated by multiplying the total value of the Incentive (including monetary, in-kind, and any other type of Incentive stated in the Sponsorship Agreement) by the ratio comprised of the information certified in the Compliance Certificate divided by the Recipient Commitment stated in the Sponsorship Agreement.

c. Refund of Incentive. If any portion of the Incentive was provided by County prior to submission of the Compliance Certificate, Recipient must nonetheless timely submit a completed Compliance Certificate within the time period stated in Section 1(a) above. If the information certified in the Compliance Certificate is less than the Recipient Commitment specified in the Sponsorship Agreement, Recipient shall refund to County a pro rata share of the monetary portion of the Incentive within thirty (30) days after written demand by the President of the GFLCVB. The calculation of “pro rata share” shall use the methodology described in Section 1(b) above. If Recipient cancels the Event (or, for Place of Interest Sponsorships, temporarily or permanently ceases operation of the Place of Interest) for any reason, including due to a Force Majeure, Recipient shall refund to County the entire amount of the Incentive received through the date of such cancellation within thirty (30) days after written demand by the President of the GFLCVB. This provision shall survive the termination or expiration of the Sponsorship Agreement.

d. Tax Withholding. If any federal, state, or local taxes, tariffs, or governmental charges may be due or imposed in connection with the Incentive, if and to the extent deemed necessary by the President of the GFLCVB or required under applicable law, County may withhold any such amount from the Incentive otherwise due Recipient and remit only the remainder to Recipient. Upon request by the President of

the GFLCVB, Recipient must provide any tax-related forms or documentation as a condition precedent to providing any portion of the Incentive to Recipient. County makes no representation regarding the taxability or any other tax implications regarding the Incentive, and Recipient is solely responsible for obtaining appropriate advice and guidance regarding these issues. All tax-related forms or documentation must be in the name of the payee of the Incentive. Any deviation may result in a delay in payment of the Incentive or an inability of County to provide the Incentive.

2. Sponsorship Benefits. As consideration for the Incentive, Recipient shall provide County with the Sponsorship Benefits stated in the Sponsorship Agreement.

3. Accuracy of Representations. Recipient represents and warrants that all statements and representations made in connection with Recipient's application, proposal, or other supporting documents submitted to County in connection with this sponsorship were true and correct when made and are true and correct as of the date Recipient executes the Sponsorship Agreement, unless otherwise expressly disclosed in writing by Recipient.

4. Applicable Requirements. Recipient represents and warrants that the Incentive may be utilized only for purposes permitted under Section 125.0104, Florida Statutes. Recipient represents and warrants that the Event or Place of Interest has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists as defined in Section 125.0104. In addition to all applicable legal requirements, Recipient shall comply with all applicable policies, procedures, and guidelines adopted by the GFLCVB.

5. Other Statutory Requirements. Recipient represents that there has been no determination that it committed a "public entity crime" as defined by Public Entity Crime Act, Section 287.133, Florida Statutes, that it has not been formally charged with committing an act defined as a "public entity crime," and that its entry into the Sponsorship Agreement will not violate that act. Recipient further represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6. Termination. The Sponsorship Agreement may be terminated for convenience by written notice by the President of the GFLCVB, which termination shall be effective on the date stated in such notice provided the termination date is not less than thirty (30) days after the date of such written notice. The Sponsorship Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. The Sponsorship Agreement may also be terminated by County for cause for any breach of the Sponsorship Agreement by Recipient that is not cured within ten (10) business days after written notice of such breach by the President of the GFLCVB. Upon termination of the Sponsorship Agreement by County for any reason, Recipient shall have no right to receive or otherwise direct the receipt of the Incentive not already provided to Recipient by County. In addition, if County terminates the Sponsorship Agreement for cause or if the County Administrator determines termination is necessary to protect the public

health, safety, or welfare, Recipient shall, within twenty (20) days after such termination, return to County any portion of the Incentive already provided. Recipient hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of County's exercise of its right to terminate the Sponsorship Agreement pursuant to this section.

7. Audit. County may, at any time, audit the books, records, and accounts of Recipient related to the Event or Place of Interest, as applicable. Recipient shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Event. Recipient shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to the Event or Place of Interest for a minimum period of three (3) years after expiration or termination of the Sponsorship Agreement or until resolution of any audit findings, whichever is longer.

8. Compliance with Laws. Recipient and the Event or Place of Interest, as applicable, must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

9. Force Majeure. County's obligations under the Sponsorship Agreement shall be excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of County and not otherwise due to any negligence or willful misconduct by County that results in the closure of the Place of Interest or the Event being canceled (all such circumstances are defined as "Force Majeure").

10. Indemnification. Recipient shall indemnify, hold harmless, and defend County and its past, present, and future affiliates, officers, directors, employees, agents, attorneys, successors, and assigns, from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Sponsorship Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Recipient, its officers, employees, agents, or servants, arising from, relating to, or in connection with the Sponsorship Agreement (collectively, a "Claim"). The obligations of this section shall survive the expiration or earlier termination of the Sponsorship Agreement.

11. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into the Sponsorship Agreement, nothing in the Sponsorship Agreement are intended to serve as a waiver of sovereign immunity by County nor shall anything included therein be construed as consent by County to be sued by third parties. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12. Third-Party Beneficiaries. Neither Recipient nor County intends to directly or substantially benefit a third party by the Sponsorship Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the Sponsorship Agreement and that no third party shall be entitled to assert a right or claim against either of them based thereon.

13. Voluntary Execution; Role of Legal Counsel. The Parties acknowledge that the Sponsorship Agreement is freely and voluntarily executed after Recipient had an opportunity to review both the Sponsorship Agreement and Sponsorship Terms, and that Recipient had adequate opportunity to consult with and receive the advice of counsel before entering into the Sponsorship Agreement.

14. Notices. In order for a notice to a party to be effective under the Sponsorship Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Recipient and County may change the addresses for notice by providing written notice of such change in accordance with the provisions of this section. Notice to Recipient shall be made to the address shown in the Sponsorship Agreement.

Address for Notice to County:

Broward County Greater Fort Lauderdale Convention & Visitors Bureau
Attn: Stacy Ritter
101 N.E. 3rd Avenue, Suite 100
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

15. Public Records. To the extent Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient shall:

a. Keep and maintain public records required by County to perform the services under the Sponsorship Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Sponsorship Agreement and following completion or termination of the Sponsorship Agreement if the records are not transferred to County; and

d. Upon completion or termination of the Sponsorship Agreement, transfer to County, at no cost, all public records in possession of Recipient or keep and maintain

public records required by County to perform the services. If Recipient transfers the records to County, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Recipient keeps and maintains the public records, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding the Sponsorship Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Recipient will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Recipient contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Recipient must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Recipient as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Recipient. Recipient shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF GROUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GROUP’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-2450, SJONES@BROWARD.ORG, 110 N.W. THIRD AVENUE, SUITE 100, FORT LAUDERDALE, FLORIDA 33301.

16. Construction and Interpretation. The headings contained in the Sponsorship Agreement and these Sponsorship Terms are for reference purposes only and shall not in any way affect the meaning or interpretation of the Sponsorship Agreement. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to the Sponsorship Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to “days” means calendar days, unless otherwise expressly stated. Any and all recital clauses in the Sponsorship Agreement are true and correct and are incorporated in the Sponsorship Agreement by reference. Any exhibits attached to the Sponsorship Agreement and the Sponsorship Terms are incorporated into and made a part of the Sponsorship Agreement.

17. Assignment. Recipient may not assign all or part of its rights or obligations under the Sponsorship Agreement without the prior written consent of County, which consent shall be at the President of the GFLCVB's sole and absolute discretion. Any assignment, transfer, or encumbrance in violation of this section will be null and ineffective. If Recipient violates this provision, any portion of the Incentive already provided to Recipient shall be immediately refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate the Sponsorship Agreement.

18. Severability. In the event any part of the Sponsorship Agreement or Sponsorship Terms is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the Sponsorship Agreement and the balance shall remain in full force and effect.

19. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Sponsorship Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with the Sponsorship Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE SPONSORSHIP AGREEMENT, RECIPIENT AND COUNTY EACH HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE AGREEMENT OR THESE SPONSORSHIP TERMS.**

20. Fiscal Year. The continuation of any Sponsorship Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

21. Capitalized Terms. Unless expressly stated in these Sponsorship Terms, all capitalized terms used in herein shall have the meaning stated in the Sponsorship Agreement.

22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of these Sponsorship Terms.

23. Complete Agreement and Amendments. The Sponsorship Agreement, including the Sponsorship Terms, represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of the Sponsorship Agreement that is not contained in the Sponsorship Agreement. No modification, amendment, or alteration in the terms or conditions contained in the Sponsorship Agreement shall be effective unless contained in a written document prepared with the same or similar formality as the Sponsorship Agreement and executed by duly authorized representatives of County and Recipient. Unless expressly prohibited in the Sponsorship Agreement, the President of the GFLCVB shall have authority to

sign amendments to the Sponsorship Agreement that do not increase the monetary portion of the Incentive.

24. Representation of Authority. Recipient represents and warrants that the Sponsorship Agreement constitutes the legal, valid, binding, and enforceable obligation of Recipient, and that neither the execution nor performance of the Sponsorship Agreement constitutes a breach of any agreement that Recipient has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Recipient. Recipient further represents and warrants that execution of the Sponsorship Agreement is within Recipient's legal powers, and each individual executing the Sponsorship Agreement on behalf of Recipient is duly authorized by all necessary and appropriate action to do so on behalf of Recipient and does so with full legal authority.

25. Counterparts and Multiple Originals. The Sponsorship Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Sponsorship Agreement may be executed utilizing one or more digital signatures, which shall have the same legal effect as handwritten signatures.

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2019-06-26 Standard T&C for Group Tourism and Place of Interest Sponsorship Program Agreements.docx
07/29/2019
Document #449142v3

Exhibit A

**COMPLIANCE CERTIFICATE
(For Group/Convention Sponsorships and Tourism Event Sponsorships)**

I, _____ (representative of organization) _____, hereby certify that I am an official representative of _____ (name of organization) _____ (“Recipient”) and that I have the authority to execute this Compliance Certificate on behalf of Recipient.

As an official representative for Recipient, I hereby certify that on _____ (date) _____, Recipient held its Event, _____ (event name) _____, at the _____ (venue name), located in Broward County, Florida. The total number of hotel room nights or attendance numbers generated as a result of this Event was _____ (enter number of hotel room nights/attendance and specify) _____ and _____ (specify information regarding any other recipient commitments stated in the Sponsorship Agreement) _____.

Documentation evidencing the number of hotel room nights, attendance numbers, or any other Recipient Commitment specified in the Sponsorship Agreement with County is attached to this Compliance Certificate.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**COMPLIANCE CERTIFICATE
(For Place of Interest Sponsorships)**

I, _____ (representative of organization) _____, hereby certify that I am an official representative of _____ (name of organization) _____ (“Recipient”) and that I have the authority to execute this Compliance Certificate on behalf of Recipient.

As an official representative for Recipient, I hereby certify that during the term of County’s Sponsorship of our facility as specified in the Sponsorship Agreement, total attendance was _____ (enter attendance) _____ and _____ (specify information regarding any other recipient commitments stated in the Sponsorship Agreement) _____.

Documentation evidencing the information described above and any other Recipient Commitment specified in the Sponsorship Agreement with County is attached to this Compliance Certificate.

Signature: _____

Printed Name: _____

Title: _____

Date: _____