

RESOLUTION R-19-010

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A STANDARD SPONSORSHIP SALES AGREEMENT FOR PREMIER SPORTS CAMPUS; PROVIDING FOR THE DELEGATION OF ITS AUTHORITY TO EXECUTE THE SPONSORSHIP AGREEMENT; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 125.01 and 125.0104, Florida Statutes (the "Act"), Manatee County owns and operates the facility known as the Premier Sports Campus (the "PSC") located at 5895 Post Boulevard, Lakewood Ranch, Florida 34211, for the purpose of providing a recreation sports venue and promoting tourism in Manatee County, Florida; and

WHEREAS, the Act authorizes the County to operate and advertise the PSC and the recreational sports activities that take place at the PSC, for the promotion of tourism in Manatee County; and

WHEREAS, the Board of County Commissioners (the "Board") has determined that it is necessary and in the best interest of the County to approve of the form of, and delegate authority to execute, a standard Sponsorship Sales Agreement for the promotion of the PSC, as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. APPROVAL OF THE FORM AGREEMENT FOR SPONSORSHIP SALES AT THE PSC. The Board hereby approves the form of the following agreement for use in the sale of sponsorships at the PSC:

Exhibit (A) - Sponsorship Sales Agreement for the PSC (attached)

The Director of the Convention & Visitors Bureau (the "Director"), or his or her designee, is hereby authorized and directed to execute such agreement and general conditions substantially in the form set forth in the above referenced exhibit to this Resolution. with such supplemental documents as are incorporated therein and consistent therewith.

SECTION 2. REPORTING. The Director shall annually provide a list to the Board of all agreements and amendments approved and executed pursuant to Section 1. above.

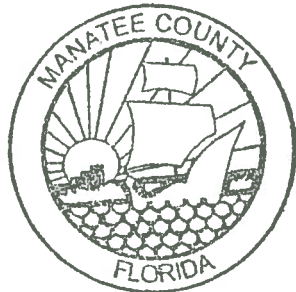
SECTION 3. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction,

such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

SECTION 4. APPLICABILITY. The form of the agreement and general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 15th day of January, 2018.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Stephen R. Johnson
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Roth DC
DEPUTY CLERK

EXHIBIT "A"

SPONSORSHIP AGREEMENT
for
PREMIER SPORTS CAMPUS

[INSERT NAME OF SPONSORSHIP LEVEL]

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2018, ("Effective Date") by and between [SPONSOR'S NAME], a [TYPE OF ENTITY] located at [ADDRESS] (the "Sponsor") and MANATEE COUNTY, a political subdivision of the State of Florida ("Manatee County" or "County") located at 1112 Manatee Avenue West, Bradenton, FL 34205.

RECITALS

WHEREAS, pursuant to Sections 125.01 and 125.0104, Florida Statutes, the County owns and operates the Premier Sports Campus ("PSC") located at 5895 Post Boulevard, Lakewood Ranch, Florida 34211, for the purpose of providing a recreation sports venue and promoting tourism in Manatee County, Florida; and

WHEREAS, Sponsor has expressed the desire to become a PSC sponsor by providing financial support for PSC in exchange for certain promotional rights to be provided by County; and

WHEREAS, the County is willing to so designate Sponsor for PSC on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the benefits to be received by the parties from the consummation of this Agreement, County and Sponsor do hereby agree as follows:

SECTION 1. FEE; PAYMENT STRUCTURE

Sponsorship rate, identified below, shall be considered a once per-year charge. The sponsorship rate shall be billed every twelve (12) months from the Effective Date of this Agreement. (*check appropriate box*)

<input type="checkbox"/> <u>Stadium Naming Rights Sole Sponsor</u>	\$100,000 - \$125,000 3-year Term commitment
<input type="checkbox"/> <u>Gold Sponsor</u>	\$5,000 - \$12,000 1-year Term commitment
<input type="checkbox"/> <u>Silver Sponsor</u>	\$1,500 - \$2,500

	1-year Term commitment
<input type="checkbox"/> <u>Parking Lot Sponsor</u>	\$1,800
	3- year Term commitment
<input type="checkbox"/> <u>Convention & Visitors Bureau Sole Sponsor</u>	\$100,000
	1-year Term commitment
<input type="checkbox"/> <u>Digital Marquee Sponsor</u>	\$10,000 - \$12,000
	3-year Term commitment

Payment shall be due and owing within thirty (30) days from the Effective Date of this Agreement. If Sponsor has selected an Agreement Term of greater than one (1) year, payment shall be due and owing within thirty (30) days from the day and month of the Effective Date, as identified above.

Sponsor shall pay a total of \$_____ every twelve (12) months throughout the Agreement Term, as defined below.

If payment is not made within thirty (30) days, this Agreement shall automatically terminate and be of no further effect. Sponsor’s contribution shall be paid by check and payable to “Manatee County Government.”

SECTION 2. TERM

Sponsor acknowledges and agrees that the term of this Agreement is dependent on Sponsor’s selected sponsorship level as identified above. Sponsor has selected [INSERT LEVEL]. The term of this Agreement (“Term”) shall be for a period of [INSERT TERM] years. The Term of this Agreement shall begin on the Effective Date set forth above.

SECTION 3. SERVICES; BENEFITS

In consideration for Sponsor’s contribution, the County agrees to provide Sponsor with the benefits that correspond with the specified level of contribution and as described in Exhibit “A,” Sponsorship Services and Benefits, of this Agreement. The County reserves the right to adjust such benefits or provide other benefits upon approval of the Sponsor.

Unless otherwise explicitly state in Exhibit A of this Agreement, County shall bear the initial responsibility for costs relating to the design and fabrication of signage associated with Sponsor’s sponsorship level as identified in Section I of this Agreement. Sponsor shall bear the cost of creating the artwork for all signage used in connection with this Agreement. Any additional promotional material costs as well as costs associated with any revisions, replacements, maintenance, improvements, or other changes shall be the responsibility of the Sponsor. Benefits given to Sponsor shall be explicitly stated in Exhibit A of this Agreement.

SECTION 4. NON-EXCLUSIVITY

This Agreement and the provisions of benefits and services hereunder are nonexclusive. County reserves the right to enter into similar agreements with other entities.

SECTION 5. DISCLAIMER OF ENDORSEMENT

The execution of this Agreement or the establishment of this Agreement does not constitute an endorsement of Sponsor's organization, mission, products and/or services by Manatee County. Sponsor shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts or any other publication) suggesting, expressly or implicitly, that Manatee County, or any of its officers or employees endorse(s) any brands, businesses, goods or services associated with Sponsor.

SECTION 6. PROHIBITIONS

Sponsorships at PSC are maintained as a nonpublic forum. Manatee County preserves its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. Manatee County possesses sole and final decision making authority for determining the appropriateness of a sponsorship relationship and reserves the right to refuse any offer of sponsorship for any reason that is not prohibited by law.

A. **Eligibility.** In general, entities that fall within one or more of the following categories are not eligible for sponsorships with Manatee County: (1) faith-based and political organizations; (2) companies whose business is substantially derived from the sale of alcohol, medical marijuana, tobacco or firearms; (3) sexually oriented businesses as defined in the Manatee County Code; (4) entities involved in litigation against the County; and (5) entities with which an actual or appearance of a conflict of interest would be created. Sponsor shall not, in any manner influence, or be perceived to influence, the day-to-day business of the County, nor shall sponsorship confer any personal benefit, directly or indirectly, to any County employee or official. Should Sponsor fall into any one or more of the above-stated categories, the Board of County Commissioners shall review and decide whether to approve said Sponsor prior to executing this Agreement.

B. **Prohibited Material.** PSC is a County owned facility intended for families and members of the Manatee County community. Misleading or deceptive advertising, naming, sponsorship, promoting, including explicit and implicit endorsements are prohibited. In addition, advocacy or encouragement of the following are prohibited:

1. The promotion of sale or consumption of tobacco products;
2. The promotion of the sale of alcoholic beverages;
3. The promotion of medical marijuana products or services;
4. The promotion of sexual reproductive products or services;

5. Demeaning or disparaging words about individuals or groups based on race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation;
6. Nudity or obscenity as defined by Florida Statutes;
7. Language that is obscene, vulgar, profane or scatological;
8. Firearms, violence, or the image or description of graphic violence or the depiction of weapons or other implements or devices associated with acts of violence or harm to people or animals; and
9. Unlawful or illegal goods, services, conduct, behavior or activities.

C. Prior Approval Required. All advertising must be submitted in sufficient detail to determine final general appearance to the County for review and approval before public display. The County shall have fifteen (15) business days to review and either approve or disapprove the proposals from the time Sponsor submits display and/or advertisement.

SECTION 7. SPONSOR TRADEMARKS & MATERIALS

Subject to the terms and conditions of this Agreement, Sponsor hereby grants County a limited, non-exclusive right to use Sponsor's trade name, trademarks, service marks, logo designs, and other intellectual property information ("Intellectual Property") owned by Sponsor. County agrees that the Intellectual Property shall be used only in connection with its sponsorship to provide the services and benefits as set forth in the attached Exhibit "A" and such other benefits as County and Sponsor agree.

SECTION 8. COMPLIANCE

The County and Sponsor acknowledge and agree that this Agreement and the execution thereof shall comply with Florida law and County ordinances, regulations and administrative procedures.

SECTION 9. NOTICE

All notices, demands, requests and other communications related to this Agreement shall be sent to the County in writing and shall be delivered or sent to the address set forth below. Such notices and communications shall be delivered or sent by hand, by courier or by facsimile to the address below:

If to Sponsor: [SPONSOR'S NAME]
 [ADDRESS]
 [ATTN:]

If to County: Bradenton Area Convention & Visitors Bureau
 1 Haben Boulevard
 Palmetto, Florida 34221

ATTN: Elliott Falcione

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

SECTION 10. RENEWAL; DEFAULT; TERMINATION

A. **Renewal.** Sponsor shall have the first right of refusal to continue the sponsorship within thirty (30) days before the end of the Agreement Term.

B. **Default.** The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) business days from receipt of such notice in which to cure the default. If the default is not cured within ten (10) business days, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) business days from that party's receipt of such notice. The failure of each party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

C. **Termination.** This Agreement may be terminated by either party for any reason or for no reason by giving the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Sponsor upon determining that Sponsor has failed to comply with the terms of this Agreement. The notice shall specify the manner in which Sponsor has failed to comply with the terms of the Agreement. If this Agreement is terminated, any right otherwise set forth herein to use the name, logos, and/or marks of the other party shall end immediately upon the date of termination. In the event that the County terminates this Agreement, sponsorship rate shall be prorated back to the Sponsor. Proration shall be calculated based upon the number of months remaining until the next annual payment becomes due. If no remaining annual payments are due under this Agreement, proration shall be calculated based upon the number of months remaining under the Agreement Term. In no event shall a party be liable for punitive or consequential damages.

SECTION 11. INDEMNIFICATION

To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, *Florida Statutes*, shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify, defend, and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons

employed or utilized by the indemnifying party in the performance of this Agreement. Sponsor shall maintain insurance policies in amounts and coverages necessary and sufficient to fund its obligations pursuant to this Section.

SECTION 12. CATASTROPHIC EVENTS

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

SECTION 13. CONSTRUCTION

A. **Entire Agreement.** This Agreement represents the full agreement of the parties and supersedes and replaces any and all prior agreements between the County and Sponsor regarding the matters addressed herein.

B. **Equal Construction.** Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. **Headings and Captions.** The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

SECTION 14. AMENDMENT

This Agreement may be modified only by written amendment executed by both parties. No alteration or variation of the terms of this Agreement shall be valid unless made by writing and signed by both parties.

SECTION 15. NO ASSIGNMENT

Sponsor shall not be authorized to assign this Agreement, or any portion hereof, without prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion.

SECTION 16. VALIDITY

Each of the County and Sponsor represents and warrants to the other its respective authority to enter into this Agreement.

SECTION 17. SEVERABILITY

The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided,

however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

SECTION 18. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

SECTION 19. REMEDIES

Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

SECTION 20. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue, by reason hereof, or for the benefit of any third party not a party hereto.

SECTION 21. ATTORNEYS FEES AND COSTS

Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation arising under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the day and year first written above

[SPONSOR'S NAME]

By: _____
[NAME/ TITLE]

**MANATEE COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
**Director, Convention & Visitors Bureau
Pursuant to Resolution R-18-134**

**EXHIBIT A:
SPONSORSHIP SERVICES AND BENEFITS**

STADIUM NAMING RIGHTS SOLE SPONSOR- \$100,000-\$125,000

- 3-year Agreement Term
- Sole sponsorship opportunity
- Two Big Belly Can wrapped with logo – Stadium only
- Sign on Press Box Fence
- Logo stickers on concrete in front of Concessions
- Banner on North or West bleachers (Facing Main Entrance)
- Sign on East side of the stadium fence facing stadium field
- Ability to provide literature at on-site visitor center

GOLD SPONSOR \$5,000 – \$8,000

\$12,000 – for Exclusivity rights of like-product or service (i.e. only Beverage Company sponsor)

- 1-year Agreement Term
- Big Belly Can wrapped with logo at the field entrance
- Field signs (numbers and placement TBD)
- South bleacher banner (back facing fields)
- East bleacher banner (back facing fields)

SILVER SPONSOR - \$1,500-\$2,500

- 1-year Agreement Term
- Field signs (numbers and placement TBD)
- White fence sign

PARKING LOT SPONSOR - \$1,800

- 3- year Agreement Term
- Parking lot sign with brand recognition
- Color branding designating lot area

CONVENTION AND VISITORS BUREAU SOLE SPONSOR - \$100,000

- 1-year Agreement Term
- Sole sponsorship opportunity
- Field signs

- Large branded signs near fields
- Branded logo on concrete light poles (wrapped or flags)

DIGITAL MARQUEE SPONSOR - \$10,000-\$12,000

- 3-year Agreement Term
 - Main entrance marquee showcasing events
 - Company logo and message “Flashing Digital”
 - Logo attached to sign
-
- *All Sponsors will be listed on the Premier Sports Campus Web site*
 - *All Sponsors have the ability to provide literature in athlete “goodie” bags*
 - *Signs to be created by and at the expense of Premier Sports Campus*
 - *Sponsors must provide creative work for signs*