



### SPONSORSHIP AGREEMENT

This sponsorship agreement is effective as of this <sup>3<sup>rd</sup></sup>~~3<sup>rd</sup>~~-12<sup>th</sup> day of August, 2009 between the Nassau County Board of County Commissioners (hereinafter referred to as "BOCC"), Amelia Island Tourist Development Council (hereinafter referred to as "AITDC") and the Les DeMerle Amelia Island Jazz Festival (AIJF).

In consideration of the premises and mutual benefits to be derived from this agreement, the parties hereby agree as follows:

1. AIJF shall:

- a) The AIJF will schedule and conduct the annual Les DeMerle Amelia Island Jazz Festival.
- b) The AIJF will include the AITDC logo, as supplied by the AITDC, on all printed materials and will reference the AITDC as a sponsor in all press releases and any other media materials. The AITDC has the right to approve all materials and releases.
- c) The AIJF will provide 24 complimentary tickets to the performances of the major headliner/s. Upon request by the AITDC, AIJF will provide 10 complimentary tickets to any other performances to which admission is charged. AITDC will use said tickets in promoting the event/s.
- d) AIJF will obtain all necessary permits, secure venues, and obtain any other necessary approval to conduct the Les DeMerle Amelia Island Jazz Festival and related activities.
- e) AIJF agrees that it is an independent contractor and has no authority or right to make obligations of any kind in the name of or for the account of the BOCC or the AITDC nor to commit or bind the BOCC or the AITDC to any contract by virtue of this agreement.

2. AITDC will:

- a) Enter into a \$25,000 sponsorship investment to be used for the enhancement of the event; said enhancement shall include procuring top-name entertainment and/or assistance with additional activities and events, as may be deemed appropriate by AITDC.
- b) The AIJF will reimburse \$15,000 to the AITDC to be paid from initial ticket sales.
- c) The AITDC will assist AIJF in arranging complimentary and/or reduced pricing on rooms with local hotels for the entertainers.
- d) Through its normal marketing operations, AITDC will assist with additional support for marketing, promotions and public relations for the AIJF.

3. Both parties agree that if, for any reason, the AIJF does not take place in 2009, or the AIJF is unable to procure top-name entertainment, the sponsorship funds paid to the AIJF be refunded.

4. AIJF agrees to carry the following insurance to protect the respective interest of the parties:

Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable) shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

Certificates of Insurance acceptable to the BOCC and AITDC must be received within five (5) days of Notification of Selection and/or at time of signing Contract Agreement.

Certificates of Insurance and the insurance policies required for this contract shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the BOCC and AITDC.

Certificates of Insurance and the insurance policies required for this contract will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the BOCC and AITDC.

Certificates of Insurance and the insurance policies required for this contract shall contain a provision under General Liability, Auto Liability and Excess Liability to include the BOCC and AITDC as Additional Insured.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this contract.

5. ASSIGNMENT AND WARRANTIES:

The parties agree that the duties and responsibilities hereunder may not be assigned without prior express written permission of the other party. Both parties warrant that they will perform their respective obligations under this agreement in compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.

6. MISCELLANEOUS PROVISIONS CLAUSE:

Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

7. TERM:

This agreement shall commence when fully executed and shall remain in full force and effect until the completion of the Events, or no later than December 31, 2009.

8. ENTIRE AGREEMENT:

This agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this agreement and this agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof. It is further agreed that the rights, interest, understandings, agreements, and obligations of the respective parties may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent to the parties duly executed.

In witness whereof, the understanding parties have duly executed this agreement in a manner appropriate to each on the date written above.

The Amelia Island  
Tourist Development Council

The Les DeMerle Amelia Island  
Jazz Festival

By Chuck B. Lough  
Date 8/3/09

By Shirley Cott SECRETARY  
Date 7/27/09

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

[Signature]  
BARRY V. HOLLOWAY  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

[Signature]  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk 8/11/09

Approved as to form by the  
Nassau County Attorney

[Signature]  
DAVID A. HALLMAN

# ACORD<sub>TM</sub> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2009

PRODUCER  
MORROW INSURANCE GROUP, INC.  
1896 S. 14TH STREET # 5  
FERNANDINA BEACH, FL 32034

904-261-0707

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL INC  
P.O. BOX 16684  
FERNANDINA BEACH, FL 32035

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: AUTO OWNERS

INSURER B:

INSURER C:

INSURER D:

INSURER E:

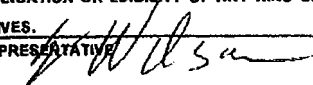
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	072322-78244234	05/04/2009	05/04/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPIOP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY : EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE : EA EMPLOYEE \$ E.L. DISEASE : POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
  
 AMELIA ISLAND TOURIST DEVELOPMENT  
 102 CENTRE STREET  
 FERNANDINA BEACH, FL 32034

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE 

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/23/2009

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MORROW INSURANCE GROUP, INC.  
1896 S. 14TH STREET # 5  
FERNANDINA BEACH, FL 32034

904-261-0707

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**INSURED**  
LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL INC  
P.O. BOX 16684  
FERNANDINA BEACH, FL 32035

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AUTO OWNERS	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	072322-78244234	05/04/2009	05/04/2010	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS & COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS: TORY LIMITS	
					OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY FLORIDA

## CANCELLATION

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AUTHORIZED REPRESENTATIVE