



SPONSORSHIP AGREEMENT

This sponsorship agreement is effective as of this 24th day of May, 2010 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 30 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) AIBF 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 2010, 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:

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| 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, 2010.

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

By Charles S. Hayes
Date 5/25/2010

The Les DeMerle Amelia Island
Jazz Festival

By Lois DeMerle
Date 5/27/10

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Michael H. Boyle
MICHAEL H. BOYLE
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE

[Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*EMK
6/7/10*

Approved as to form by the
Nassau County Attorney

[Signature]
DAVID A. HALLMAN