



SPONSORSHIP AGREEMENT

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE HAGERTY GROUP dba HAGERTY EVENTS, LLC FOR THE AMELIA

The following shall set forth the agreement ("Agreement") effective on behalf of the Nassau County Board of County Commissioners ("NCBOCC") to be overseen by the Amelia Island Convention and Visitors Bureau ("AICVB") and The Hagerty Group, LLC dba Hagerty Events, LLC ("Hagerty") for the purpose of promoting and conducting The Amelia ("Event") in 2023, with an option to renew the sponsorship for 2024 and 2025.

1. Format & Schedule of Events

The Event will consist of activities as outlined in the Event or Project Sponsorship Funding Application ("Exhibit A"). The 2023 Event will be held over March 2-5, 2023. Hagerty and AICVB may change the Event dates so long as Hagerty and AICVB agree in writing on such change at least two (2) weeks in advance of the Event dates.

2. AICVB Responsibilities

- a. AICVB will provide an event posting on www.ameliaisland.com. This posting will include the Event schedule and details as they relate to parking, registration fees, sponsorship, merchandise sales, concessions, and all other activities relating directly or indirectly to the operation of the Event (as applicable).
- b. AICVB and Hagerty shall share responsibility for promoting the Event to residents in and out of Nassau County, Florida.

3. Hagerty Responsibilities

- a. Hagerty will include the destination Amelia Island logo, as supplied by the AICVB, on all printed materials and will reference the Amelia Island Tourist Development Council (AITDC) as a sponsor in press releases and any other media materials. Both parties have the right to approve all materials and releases produced by the other for promotional purposes. Additional branding guidelines referenced under "Intellectual Property".

- b. At least one Amelia Island hotel must be promoted on the Hagerty Event website.
- c. Hagerty will obtain all necessary permits, approvals, and venues for the conducting of the Event and related activities.
- d. Hagerty will provide all necessary equipment for the Event.
- e. Hagerty is responsible for providing a safe environment for all participants and spectators.
- f. Hagerty 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 NCBOCC nor AITDC nor commit or bind the NCBOCC or AITDC to any contract (other than this Agreement) by virtue of this Agreement.
- g. Hagerty shall provide a Certificate of Insurance including one million dollars (\$1,000,000) in general liability coverage and listing the NCBOCC and the AICVB as "Additional Insured" for the Event within five (5) days of Notification of Selection and/or at time of signing this Agreement. Certificates of Insurance and the insurance policies required for this Agreement 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 NCBOCC and AITDC. Certificates of Insurance and the insurance policies required for this Agreement will also include a provision that policies, except Worker's Compensation, are primary and noncontributory to any insurance maintained by the AICVB. All insurers must be authorized to transact insurance business in the State of Florida as provided by Section 624.09(1), Florida Statutes 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.
- h. A Post Event Report supplied by the AICVB must be submitted by Hagerty within sixty (60) days of the Event.

4. Financial Responsibilities

- a. Through the recommendation of the AITDC and the approval of NCBOCC, the NCBOCC will supply Hagerty a sponsorship of Fifty Thousand Dollars (\$50,000) for the 2023 Event with an option to renew for 2024 and 2025 in the amount of Fifty-Five Thousand Dollars (\$55,000) for each year. Such sponsorship shall be utilized by Hagerty for expenditures or obligations related to the Event as outlined in Exhibit "A". The NCBOCC's performance and obligation under this agreement is

contingent upon an annual appropriation by the NCBOCC for subsequent fiscal years and is subject to termination based on lack of funding.

- b. The Event sponsorship will be paid in full to Hagerty on the signing of the Sponsorship Agreement.
- c. All Event expenses set forth in sub-paragraph a, above, which are in excess of the total sponsorship amount of Fifty Thousand Dollars (\$50,000), and Fifty-five Thousand Dollars (\$55,000) for the 2024 and 2025 Events, and all other costs associated with the operation of the Event shall be the responsibility of Hagerty.

5. Intellectual Property

Each party agrees to obtain prior written approval from the other party prior to the use of any logos, service marks, trade names or trademarks ("**Intellectual Property**") of the other party. The Intellectual Property shall be used only in exact form, style, and type prescribed by the other party. Each party acknowledges and agrees that the Intellectual Property of the other party are proprietary to the other party and that nothing in this Agreement constitutes the grant of any right, title, or interest in such Intellectual Property. AITDC grants Hagerty the right to use AITDC name, logo, and link to its website on Hagerty's website throughout and after the Term, as it relates to AITDC involvement in the 2023 Event and for any subsequent renewals. Hagerty shall discontinue the use of AITDC name, logo, and link to its website upon termination of the Event. AITDC grants Hagerty a fully paid, perpetual non-exclusive license to use, display, and reproduce AITDC name, trade names, and product names in any directory (print, electronic, or other media) that list the sponsors participating at the Event and to use such names in AITDC promotional materials.

- a. **AITDC's Use of Hagerty's Logo, Name & Trademark.** AITDC shall not use Hagerty's logo, name, trademark, or any Intellectual Property on any merchandise produced or sold at or in connection with the Event without prior written consent of Hagerty, which consent may be denied in its sole discretion.

6. Indemnification

Hagerty shall indemnify, defend, and hold harmless the NCBOCC, and its officers and employees from damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Hagerty and other persons employed or utilized by Hagerty, in the performance of the Agreement.

7. Compliance with Laws & Regulations

Hagerty represents and warrants that it will comply with all applicable state, federal and local laws and regulations relating to operation of the Event.

8. Waivers

No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure to insist upon specific performance of any of the agreements, terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have, or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

9. Relationship of Parties

The parties of this Agreement shall not be deemed joint venturers, agents, or partners of the other for any purpose because of this Agreement or for the transactions contemplated hereby.

10. Term and Notice of Renewal

This Agreement shall commence when fully executed and shall remain in full force and effect until September 30, 2023, with an option for renewal for 2024 and 2025. Hagerty shall give in writing of Hagerty's Request for Renewal to NCBOCC ninety (90) days prior to the expiration of the term of this agreement. If the NCBOCC elects to renew this agreement, the parties shall execute an Amendment reflecting the new term.

11. Amendments

No provision of this Agreement may be modified, waived, or amended except by a written instrument duly executed by both parties.

12. Impossibility

The performance of this Agreement is subject to any circumstances making it illegal or impossible to manage the Event, including acts of God, war, inclement weather, government regulations, strikes, disaster or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hagerty or NCBOCC to the other within seven (7) days of learning the basis for termination. If the Event is cancelled for any of the above reasons, any funds provided by NCBOCC to Hagerty not expended shall be remitted to the NCBOCC.

13. Governing Law and Venue

The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida. In the event of a dispute, this Agreement shall be interpreted under Florida Law except its conflict of law's provisions.

14. Non-Disclosure

Except as otherwise expressly required by law, the parties hereto will not publicly announce or otherwise disclose to any third party any term or provision of this Agreement. The provisions of this Agreement shall survive the expiration or termination of this Agreement.

15. 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, interests, 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.

Please indicate your acceptance of the foregoing terms and conditions by signing and dating the space below and returning one fully executed copy of this Agreement to NCBOCC.

Nassau County Board of County Commissioners



Signature

Klynt A. Farmer

Printed Name

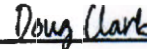
Chairman

Title

February 27, 2023

Date

The Hagerty Group, LLC dba Hagerty Events, LLC



Signature

Doug Clark

Printed Name

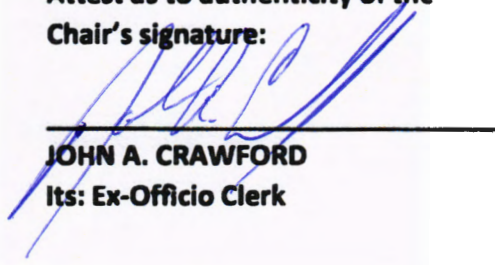
Vice President

Title

2/16/2023

Date

Attest as to authenticity of the Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. ~~May~~ 2/16/2023

DENISE C. MAY
Amelia Island Tourist Development Council

Gil Langley

Signature

Gil Langley

Printed Name

AITDC Designee

Title

2/16/2023

Date

AMELIA ISLAND

COME MAKE MEMORIES[®]

Exhibit A

Event or Project Sponsorship Funding Application

Please complete the following to be considered for event or project sponsorship funding. Attach additional documentation if needed. Be sure to review the requirements before submitting your application.

Each event or project host/organizer applying for sponsorship will be required to submit this Special Event or Project Sponsorship Application. The annual sponsorship application process shall close on June 30 for consideration of support in the next fiscal year (October 1 through September 30). The application must be submitted to the TDC Managing Director by e-mail (billing@ameliaisland.com) or mailed/hand delivered to 2398 Sadler Road, Suite 200, Amelia Island, FL 32034.

For questions related to completing the application, please email Mariela Murphy at mmurphy@ameliaisland.com or call 904-277-4369.

Name of Event or Project: THE AMELIA

Event or Project Date(s) March 2-5, 2023

**Event or Project Location(s): Amelia Island/ Fernandina Beach
The Ritz-Carlton, Amelia Island/ The Golf Club of Amelia Island**

Funding Amount Requesting: \$50,000

Event or Project Host/Organizer/Applicant: Hagerty Events, LLC

Event or Project Host/Organizer/Applicant Address: 121 Drivers Edge, Traverse City, Michigan 49684

Contact Person: Maria (Maya) Bargar

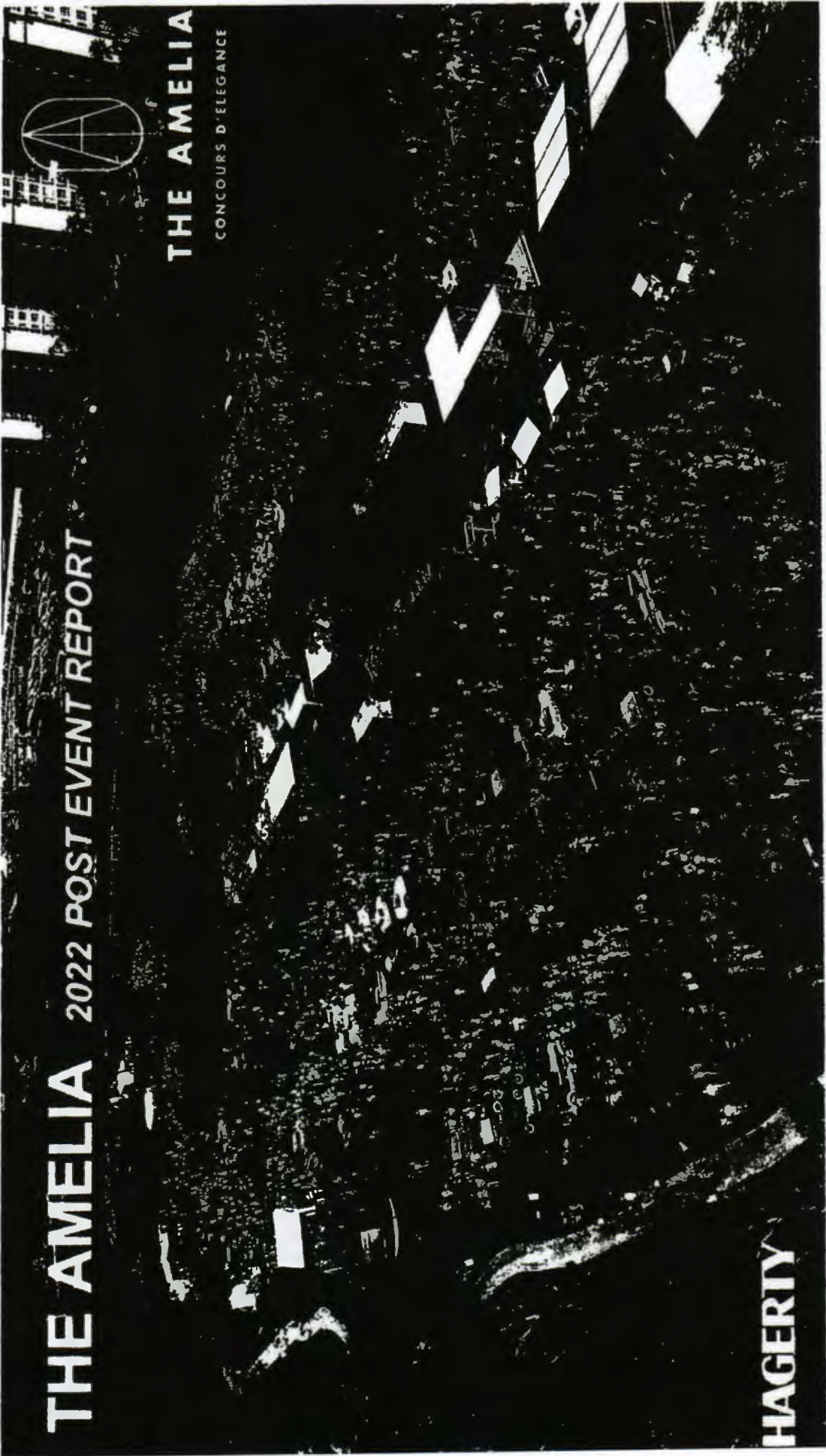
Address: Please email correspondence to mbargar@hagerty.com

Phone: 904-608-9199

Email: mbargar@hagerty.com

Event or Project Information

Provide names and contact information of all persons, firms, and corporations with a financial interest in the Special Event or Project or participating in the control of the event or project.



THE AMELIA 2022 POST EVENT REPORT



THE AMELIA

CONCOURS D'ELEGANCE

HAGERTY

TOTAL ECONOMIC IMPACT **\$33,783,800**

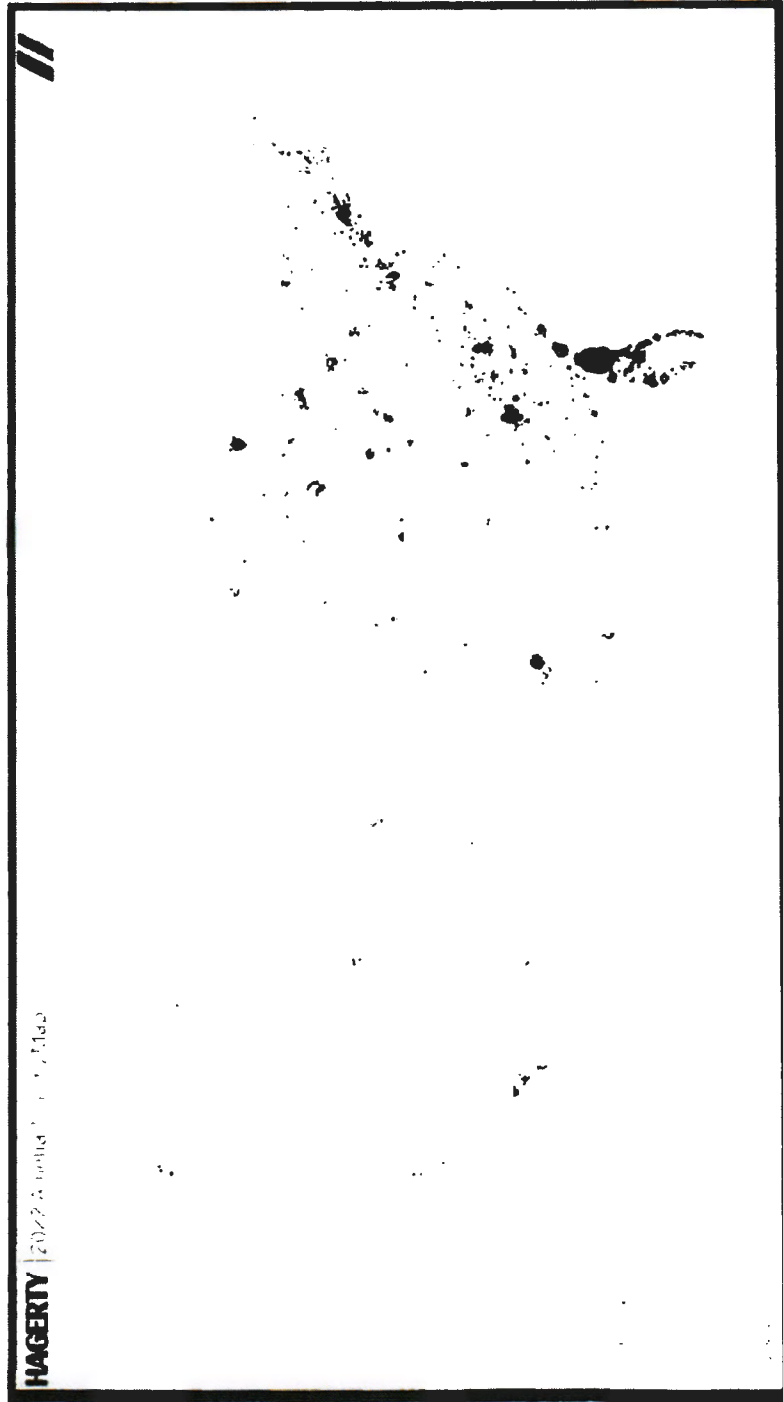
Amelia Island Convention and Visitors Bureau | 2022 Concours Week

2022 Amelia Island Concours Week Estimated Economic Impact March 3 – 6, 2022

The study of the 2022 Concours Week was implemented to document the economic impact of the events. The findings of the study are based on 329 interviews conducted with randomly selected 2022 Concours Week attendees. Specifically, our event-related findings are as follows.

- Estimated Total Direct Expenditures of Off-Island Visitors (Overnight and Day-trippers): **\$25,677,400 (2021: \$20,096,000, 2020: \$22,166,000)**
- Estimated Total Economic Impact of Off-Island Visitors: **\$33,783,800 (2021: \$26,440,900; 2020: \$29,138,200)**
Amelia Island Tourism Multiplier: 1.3157
- Concours Week Visitor Impact Breakouts
 - Staying in Commercial Lodging on Amelia Island: **\$20,672,700 (2021: \$20,485,000; 2022: \$26,729,400)**
 - Staying in Commercial Lodging (Not Amelia Island): **\$4,456,700 (2021: \$6,210,700; 2022: \$5,265,100)**
 - Day-trippers: **\$739,000 (2021: \$1,310,900; 2022: \$777,200)**
 - Staying with Friends/Relatives: **\$572,500 (2021: \$1,131,600; 2022: \$1,012,100)**
- Concours Week Visitor Distribution
 - Staying in Commercial Lodging on Amelia Island: **45.6% (2021: 32.5%; 2022: 48.6%)**
 - Staying in Commercial Lodging (Not Amelia Island): **22.2% (2021: 24.7%; 2022: 21.3%)**
 - Day-trippers: **18.9% (2021: 24.0%; 2022: 14.3%)**
 - Staying with Friends/Relatives: **3.9% (2021: 6.3%; 2022: 5.8%)**
 - Amelia Island Residents: **9.4% (2021: 12.5%; 2022: 10.0%)**

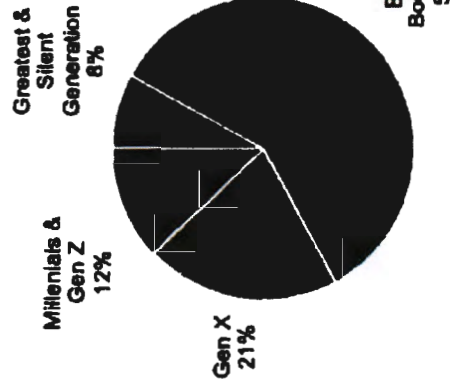
Ticket Purchaser's Zip Code



HAGERTY | 2022-2023 | 11/15/2022

U.S. Americans: 2009-2010

Age, Gender & Ethnicity



Avg. Age

61

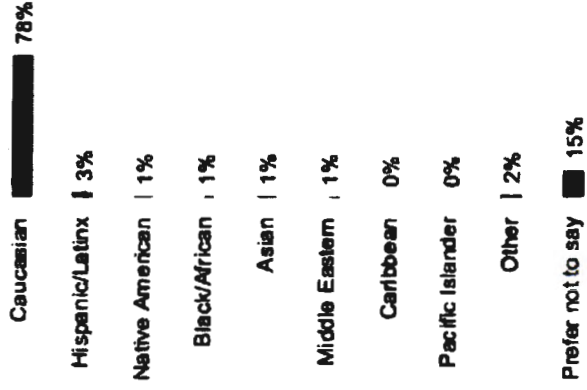
32% between 41-60
49% between 61-75

Male

82%

12% Female
6% Prefer not to say or other

Ethnicity



Attendee Topline Metrics



THE AMELIA

71%

Likely to return
next year

74%

Satisfied w/ the event

80%

Left the event feeling
happier than when they
arrived

87%

Agree car culture
was celebrated at this
event

"It's my favorite event of the year." -Shadrach

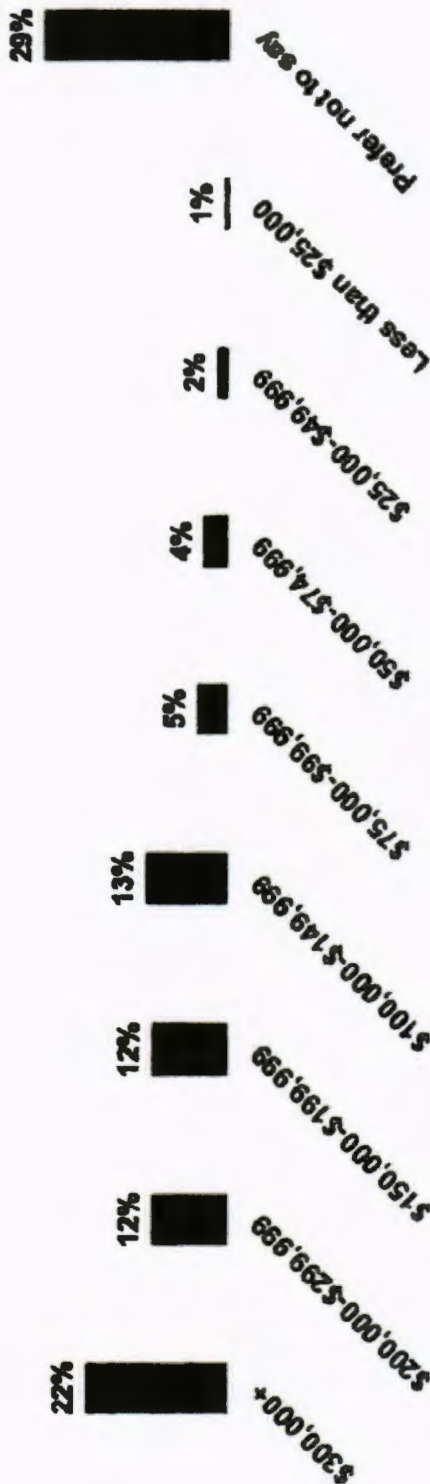
"The Amelia attracted peerless examples of very fine vehicles
-- beyond my expectations. -Richard

N=1927, 31% response rate, full details in the Appendix

Life America: Demographics

Household Income

46% over \$150,000



Who We Heard From

Audience	Survey Method	Total Sent	Total Completed	Likely to Return
Ticket Holders (paid and comped)	Qualtrics emailed Monday, 3/7	6,239	1,927	71%
Sponsors	Smartsheet form emailed 3/7	52	10	100% (10)
Vendors	Smartsheet form emailed 3/7	69	42	97% (41)
Entrants	Smartsheet form emailed 3/7	189	52	96% (50)
Judges	Smartsheet form emailed 3/7	64	30	100% (30)
Volunteers	Smartsheet form emailed 3/7	238	104	99% (103)
Hagerty Travel Team	Smartsheet form shared via slack 3/8	105	30	

THE AMELIA WINS



THE AMELIA
CONCOURS D'ÉLEGANCE

TOP AREAS:

- Saturday + Sunday Live Programming + Youth Engagement
- Elevated and Refreshed Hospitality in Club Amelia on Sunday + Honoree Dinner on Saturday and Upgraded Concessions
- Continuation of diversification (judges, demographics, portfolio offerings)
- Sustainability Focus
- Digital Ticketing
- Cars & Community adding RADwood + Concours d'Lemons + Supercar Celebration



THE AMELIA

CONCOURS D'ELEGANCE

MARCH 2-5, 2023

CONTACT US

SPONSORSHIP MBARGAR@HAGERTY.COM

EVENT MORENDAG@HAGERTY.COM

HAGERTY Events

DocuSign Envelope ID: 04D7A63D-F377-4197-96EB-00200019E9AF

V.01/01/2023

Your Name:

AICVB Data Collection Form for use in creation of County Expenditure >1k

Mariela

Please e-mail this form to Ivanharen@ameliaisland.com along with 3 Quotes, Requisition and Single Source letter if needed. If Sponsorship, please attach Application only. You will receive a receipt confirmation e-mail back from me.

Company Name
Legal name if you can

The Hagerty Group, LLC dba Hagerty Events, LLC

Full address

141 Rivers Edge Drive, Ste 200, Traverse Citv, MI 49684

Contact name

Doug Clark

Phone

231-933-3751

E-Mail dclark@hagerty.com

Procurement information needed from AICVB:

Type of request?

Sponsorship

What FY will the Requisition be for? **FY 23**

AMT \$\$

\$ 50,000.00

TERM OF CONTRACT **1 year w/opt to renew \$55k 24&.**

*Account #'s

37523552-548350-LCPRJ

Description of
Services or Goods

Sponsorship of The Amelia - see application.

Justification for
Single Source if
applicable. Don't
forget the vendor
letter if Single
Source if selected.

Other important
information
regarding this
purchase.

*Add additional
Account #'s here if
needed.

EXHIBIT "A"

AITDC RESOLUTION NO. 2022-202

WHEREAS, the utilization of TDT dollars to fund new and enhanced products and events is an integral aspect of successful tourism development in Nassau County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the AITDC, as follows:

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. USE OF TOURIST DEVELOPMENT TAX DOLLARS.

- a. The AITDC recommends that the BOCC utilize TDT dollars for the engagement or sponsorship of Hagerty Events, LLC to host and execute The Amelia; and Light Up Amelia to host and execute the New Years Eve Shrimp Drop, as further depicted in Exhibit "A" attached hereto, as means to promote tourism in Nassau County, Florida.
- b. The AITDC finds that the use of TDT dollars for the engagement or sponsorship of Hagerty Events, LLC to host and execute The Amelia; and Light Up Amelia to host and execute the New Years Eve Shrimp Drop, as further depicted in Exhibit "A" attached hereto, is consistent with Section 125.0104, Florida Statutes and with local Ordinances 88-31, as amended, and Ordinance 89-8, as amended.
- c. The AITDC recommends appointment of the AICVB to manage the events as provided for in the Agreement (CM2698) between the AICVB and the BOCC, fully executed on July 8, 2019, and utilize such resources necessary for success as recommended by the AITDC and approved by the BOCC.
- d. The recommended amounts of TDT dollars needed to fund or sponsor the event is as follows:
 - 1. Hagerty Events, LLC The Amelia - \$50,000
 - 2. Light Up Amelia New Years Eve Shrimp Drop - \$2,500

Such amount pursuant to Ordinance 88-31, as amended, shall be funded from the AITDC budget.

SECTION 3. SCOPE. The AITDC recommends that the BOCC approve the engagement or sponsorship of the event referenced herein and further depicted in Exhibit "A".

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULLY ADOPTED this 9th day of November, 2022.

Exhibit "A"

AITDC RESOLUTION NO. 2022-202

A RESOLUTION OF THE AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL OF NASSAU COUNTY, FLORIDA RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS THE ENGAGEMENT OR SPONSORSHIP OF HAGERTY EVENTS, LLC TO HOST AND EXECUTE THE AMELIA; AND LIGHT UP AMELIA TO HOST AND EXECUTE THE NEW YEARS EVE SHRIMP DROP; FINDING THE STRATEGIC PLAN AND USE OF TOURIST DEVELOPMENT TAX DOLLARS WILL ENHANCE VISITOR EXPERIENCES, PROMOTE TOURISM ON AMELIA ISLAND, IN NASSAU COUNTY, AND IN THE STATE OF FLORIDA, AND GROW THE TOURISM MARKET; PROVIDING CERTAIN LEGISLATIVE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tourism is a critical component of the Nassau County economy generating over \$850 million in economic impact; supports 1 in 4 jobs; and contributes 36% of all sales taxes collected; and

WHEREAS, the Board of County Commissioners (BOCC) is authorized under Section 125.0104, Florida Statute, to perform those acts, including the expenditure of Local Option Tourist Development Act Tax monies for (1) the marketing of Amelia Island tourism; (2) to increase Tourism Development Tax, herein referred to as the "TDT", revenues; (3) to increase Local Optional Sales Tax revenues; (4) to increase gas revenues; (5) to increase job growth; all of which further the public good for the people of Nassau County, and as such is in the best interest of Nassau County; and

WHEREAS, the BOCC has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the Amelia Island Tourist Development Council (AITDC), adopted a strategic tourism plan; has levied and imposed a two percent (2%) Tourist Development Tax Development Plan for the use of funds derived from such tax; and pursuant to Florida Statutes and the recommendation of the AITDC, the BOCC, in Ordinance No. 2008-16 increased the TDT to three percent (3%); and in Ordinance No. 2010-02 increased the TDT to four percent (4%); and in Ordinance No. 2018-16 increased the TDT to five percent (5%); and

WHEREAS, the AITDC is an advisory board to the BOCC as provided for in Section 125.0104, Florida Statutes; and

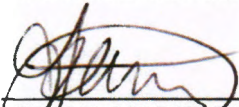
WHEREAS, the funds received by the County from the TDT are restricted tax funds and the expenditure of those funds shall comply with Ordinance No. 88-31, as amended, and Ordinance No. 89-8, as amended, and Florida Statutes and the Florida Administrative Code, and AITDC Policies as approved by the BOCC; and

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the BOCC may engage or sponsor county tourism promotion agencies and has determined that, based on the recommendation of the AITDC, the BOCC shall contract with the Amelia Island Convention and Visitors Bureau (AICVB); and

WHEREAS, the AICVB performs tasks recommended by the AITDC and approved by the BOCC in its capacity of administration and research; and

WHEREAS, the AITDC, based upon the recommendation of the AICVB, finds that the engagement or sponsorship of Hagerty Events, LLC to host and execute The Amelia; and Light Up Amelia to host and execute the New Years Eve Shrimp Drop, as further depicted in Exhibit "A" attached hereto, is tourism-related and assists in the promotion thereof; and

**AMELIA ISLAND TOURIST DEVELOPMENT
COUNCIL OF NASSAU COUNTY, FLORIDA**

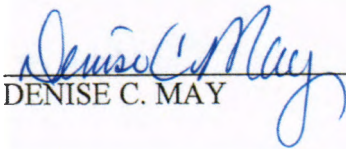


JOHN F. MARTIN, MBA

Its Chairman

Date: 11-9-22

Approved as to form by the
Nassau County Attorney:



DENISE C. MAY