

CM 3418  
CS-22-283



**SPONSORSHIP AGREEMENT**  
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND**  
**Ritz-Carlton, Amelia Island**

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 Ritz-Carlton, Amelia Island (RCAI) for the purpose of promoting and conducting The Amelia Island Cookout ("Event").

**1. Format & Schedule of Events**

The Event will consist of an event as outlined in the Event or Project Sponsorship Funding Application ("Exhibit A"). The 2023 Event will be held on October 20-22, 2023. RCAI and AICVB may change the Event dates so long as RCAI and AICVB agree in writing on such change at least two (2) weeks in advance of the Event.

**2. AICVB Responsibilities**

- a. AICVB will provide an Event posting on [www.ameliaisland.com](http://www.ameliaisland.com) on the [Festival & Events page](#) linking to event website.
- b. AICVB and RCAI shall share responsibility for promoting the Event to residents in and out of Nassau County, Florida.

**3. RCAI Responsibilities**

- a. RCAI will include the destination Amelia Island logo, as supplied by the AICVB, on printed materials as directed by the AICVB and will reference the Amelia Island Tourist Development Council (AITDC) as a sponsor in press releases and any other media materials as requested. Both parties have the right to approve all materials and releases produced by the other for promotional purposes.
- b. At least one Amelia Island hotel must be promoted on the RCAI website and Event attendees must be encouraged to utilize Amelia Island hotel rooms.

- c. RCAI will obtain all necessary permits, approvals, and venues for the conducting of the Event and related activities.
- d. RCAI will provide all necessary equipment for the Event.
- e. RCAI is responsible for providing a safe environment for all participants and spectators.
- f. RCAI 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. RCAI agrees to provide Fifty (50) premium tickets for the Event for use by lodging establishments offering 50 package deals. All tickets not sold forty-five (45) days prior to the Event will be returned to RCAI.
- h. RCAI will provide the AITDC with thirty (30) complimentary tickets to the performance of the Event. Upon request by the AICVB, the RCAI will provide ten (10) complimentary tickets to any other events to which admission is charged. The AICVB will use said tickets in promoting the Event.
- i. If the Event is held on County owned property or if the County is co-participating in the Event, as determined by the County in its sole discretion, then RCAI shall, upon written request by the County, provide the County 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.
- j. A Post Event Report must be submitted by RCAI within forty-five (45) days of the Event.



**4. Financial Responsibilities**

- a. Through the recommendation of the AITDC and the approval of NCBOCC, the NCBOCC will supply RCAI a sponsorship of thirty thousand dollars (\$30,000.00) for the 2023 Event with an option to renew for 2024 and 2025 in the amount of fifty thousand dollars (\$50,000.00) for each year. Such sponsorship shall be utilized by RCAI 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 at least two (2) weeks in advance of the Event.
- c. All Event expenses set forth in sub-paragraph a., above, which are in excess of the total sponsorship amount and all other costs associated with the operation of the Event shall be the responsibility of RCAI.

**5. Indemnification**

RCAI shall indemnify, 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 RCAI and other persons employed or utilized by RCAI, in the performance of the Agreement.

**6. Compliance with Laws & Regulations**

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

**7. 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.

**8. 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.

**9. Term and Notice of Renewal**

This Agreement shall commence when fully executed and shall remain in full force and effect until April 1, 2024 with an option for renewal for 2024 and 2025. RCAI shall give in writing RCAI'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.

**10. Amendments**

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

**11. 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 RCAI 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 RCAI not expended shall be remitted to the NCBOCC.

**12. 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.

**13. 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.

**14. Entire Agreement**

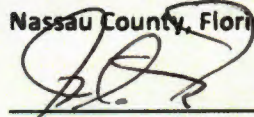
This Agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof. 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.**

Board of County Commissioners  
Nassau County, Florida



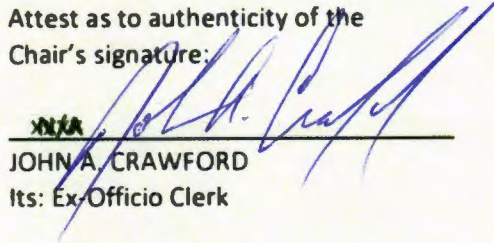
Signature Klynt Farmer

Printed Name Chairman

Title  
August 14, 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 30/2023

DENISE C. MAY

Ritz-Carlton, Amelia Island

Johanna Marlin  
Signature Johanna Marlin

Printed Name Event Coordinator

Title  
6/27/2023

Date

**Amelia Island Convention & Visitors Bureau**

*Gil Langley*

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Signature  
Gil Langley

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Printed Name  
President

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Title  
6/30/2023

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Date

Exhibit "A"

# AMELIA ISLAND

COME MAKE MEMORIES®

## Event/project/program Sponsorship Funding Application

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

Each event/project/program host/organizer applying for sponsorship will be required to submit this Special Event/project/program 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](mailto:billing@ameliaisland.com)) or mailed/hand delivered to 1750 South 14<sup>th</sup> Street, Suite 200, Amelia Island, FL 32034.

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

Name of Event/project/program: *The Amelia Island Cookout*

Event/project/program Date(s): *October 20-22, 2023*

Event/project/program Location(s): *The Ritz-Carlton, Amelia Island*

Funding Amount Requesting: *\$30,000 (for 2024 and beyond the request will be \$52,000 since the event will be at Four Clutch)*

Event/project/program Host/Organizer/Applicant: *The Ritz-Carlton, Amelia Island*

Event/project/program Host/Organizer/Applicant Address: *4750 Amelia Island Parkway  
Fernandina Beach, FL 32034*

Contact Person: *Johanna Marlur*

Address: *4750 Amelia Island Parkway Fernandina Beach, FL 32034*

Phone: *904-603-6356*

Email: *johanna.marlur@ritzcarlton.com*

### Event/project/program Information

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



Provide a detailed description of the event/project/program and how it promotes Amelia Island tourism, the proposed goals, objectives, and economic impact of the event/project/program to include dates of the event/project/program (including set up and tear down), anticipated attendance; audience demographic, and projected overnight visitation

Provide a logistics outline (including but not limited to location/site plan, parking/shuttle and traffic plan, security plan, sanitation plan, health and safety plan, and special needs requirements) for your event/project/program

Describe in detail how the special event project program sponsorship funds will be used including media plan with advertising schedule, public relations activities, proposed creative materials (including but not limited to display ads, banner ads, websites, flyers, posters), promotional activities to support the event/project/program and the related expense budgets for the marketing activities.

**Budget**

An event project program budget should accompany this application, and contain such items as available

- amount being invested by the event project program host organizer
- an expense budget for producing the event/project/program
- amount of support requested from the TDC and its intended use
- additional sponsorship revenues.
- anticipated revenue from ticket ancillary sales
- any other revenue expected to be generated by the event project program

Event project program Host Organizer/Applicant Signature *[Handwritten Signature]*

Date 4/24/2023

Internal Use Only
Date Received
Approved <input type="checkbox"/> Yes / <input type="checkbox"/> No
Amount _____