



SPONSORSHIP AGREEMENT
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND
NORTH FLORIDA BICYCLE CLUB, INC.**

This Sponsorship Agreement (“Agreement”) is entered by and between the Nassau County Board of County Commissioners (“County”) and North Florida Bicycle Club, Inc. (“Organization”) and overseen by the Amelia Island Convention and Visitors Bureau (“AICVB”) on behalf of the County for the purpose of promoting and conducting Endless Summer Watermelon Ride (“Event”).

SECTION 1. Organization’s Responsibilities.

- 1.1 The Organization shall hold the Event which shall consist of a one-day recreational ride highlighting Amelia Island, as outlined in the Request for Sponsorship (“Exhibit A”). The Event shall take place on September 15, 2024. AICVB may change the Event dates so long as the Organization and the AICVB agree in writing on such change at least two (2) weeks in advance of the Event.
- 1.2 The Organization shall include the destination Amelia Island logo, as supplied by the AICVB, on printed materials and shall reference the Amelia Island Tourist Development Council (“AITDC”) as a sponsor in press releases and any other media materials. The AITDC and Organization have the right to approve all materials and releases produced by the other for promotional purposes.
- 1.3 The Organization shall encourage Event attendees to utilize Amelia Island hotel rooms or lodging.
- 1.4 The Organization shall obtain all necessary permits, approvals, and venues for the conducting of the Event and related activities.
- 1.5 The Organization shall provide all necessary equipment for the Event.
- 1.6 The Organization shall be responsible for all food and beverage sales. No alcohol shall be consumed or sold on property belonging to the County, except where permitted by the County.

- 1.7 The Organization shall be responsible for all merchandise sales.
- 1.8 The Organization shall be responsible for all sponsorship sales.
- 1.9 The Organization shall be responsible for providing a safe environment for all participants and spectators.
- 1.10 The Organization shall provide all Event staff.
- 1.11 The Organization shall be responsible for implementing a parking system for the Event in a safe and efficient manner and in cooperation with the County, municipality, or appropriate authority.
- 1.12 The Organization shall provide on-site medical personnel or have a medical plan prepared.
- 1.13 The Organization understands 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 County, the AITDC or AICVB nor commit or bind the County, the AITDC or AICVB to any contract (other than this Agreement) by virtue of this Agreement.
- 1.14 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 the Organization 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 County and the AICVB as “additional insured” for the Event no later than five (5) days after execution of this Agreement by all parties. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies shall not be cancelled or allowed to expire unless at least thirty (30) days prior written notice has been given to the County and the AITDC. Certificates of Insurance and the insurance policies required for this Agreement shall also include a provision that policies, except Worker’s Compensation, are primary and noncontributory to any insurance maintained by the AICVB. All insurers shall 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.
- 1.15 The Organization shall submit to the AICVB a Post Event Report within forty-five (45) days of the Event.

SECTION 2. AICVB’s Responsibilities.

- 2.1 The AICVB shall provide a link to the Event webpage on www.amclisland.com. The Event posting should 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).

- 2.2 The AICVB shall share responsibility with the Organization for the promotion of the Event outside of Nassau County, Florida.

SECTION 3. Sponsorship Amount.

- 3.1 Upon the recommendation of the AITDC and approval of the County and pursuant to the acceptance and fulfilment of the terms of this Agreement, the County shall provide to Organization a sponsorship in the amount of Six Thousand Dollars (\$6,000.00) (“Sponsorship Amount”). The County’s performance and obligation under this Agreement is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.
- 3.2 The Sponsorship Amount may be paid in full to the Organization at least two (2) weeks in advance of the Event. Notwithstanding County’s payment of the Sponsorship Amount prior to the Event, the Organization shall only be entitled to retain and shall have only been deemed to have earned the Sponsorship Amount after the conclusion of the Event and timely delivery of the completed and executed Post Event Report as required in Section 1.16 hereinabove and any required supporting documentation.
- 3.3 The Organization shall use and allocate the Sponsorship Amount solely for expenditures or obligations related to the Event as outlined in Exhibit A.
- 3.4 The Organization shall be responsible for any and all Event costs and expenses in excess of the total Sponsorship Amount incurred due to Event.

SECTION 4. Indemnification.

- 4.1 The Organization shall indemnify, and hold harmless the County and its officers and employees, the Amelia Island Tourist Development Council, the Amelia Island Convention and Visitor’s Bureau from any and all 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 the Organization and other persons employed or utilized by the Organization in the performance of the Agreement.

SECTION 5. Compliance with Laws & Regulations.

- 5.1 The Organization represents and warrants that it shall comply with all applicable state, federal and local laws and regulations relating to operation of the Event.

SECTION 6. Waivers.

- 6.1 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 of any party 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.

SECTION 7. Relationship of Parties.

7.1 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.

SECTION 8. Term.

8.1 This Agreement shall commence when fully executed and shall remain in full force and effect until January 31, 2025.

SECTION 9. Amendments.

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

SECTION 10. Cancellation; Rescheduling; Force Majeure.

10.1 Notwithstanding anything to the contrary contained herein, if the Event is canceled for any reason whatsoever, and the Event is not rescheduled as set forth in Section 10.2 below, then (a) this Agreement shall be automatically deemed terminated, (b) the Organization shall have no right to receive or otherwise direct the receipt of any portion of the Sponsorship Amount, and (c) the Organization must refund to the County all amounts paid by the County to the Organization pursuant to this Agreement within ten (10) business days following written request by the County. The Organization hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of such circumstances.

10.2 If the Event is canceled for any reason, within ten (10) business days of such cancellation, Organization shall notify County in writing whether the Organization intends to reschedule the Event to a date during County's current Fiscal Year (October 1 through September 30). If the Organization timely notifies County of its intent to reschedule the Event to a date within the current Fiscal Year, County and the Organization shall coordinate the replacement dates for the Event; provided, however, County shall not unreasonably withhold, condition, or delay its consent to dates requested by the Organization. If the Parties agree on rescheduled dates for the Event, such agreement shall be made in writing by the parties and treated as an amendment to this Agreement, with all references to Event herein to mean the new dates. If the Organization does not timely notify County that it intends to reschedule the Event within the time period stated in this section, the Event is deemed canceled, and this Agreement is automatically deemed terminated as provided in Section 10.1 above.

10.3 Other than the Organization’s obligations to refund the Sponsorship Amount as provided in Section 10.1 of this Agreement, which obligations are not waived by any event of Force Majeure (as defined in this paragraph), each Party’s obligations under this Agreement shall be temporarily excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of a Party, and not otherwise due to any negligence or willful misconduct by that Party (“Force Majeure”).

SECTION 11. Third- Party Beneficiaries.

11.1 Neither the Organization nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

SECTION 12. Notices.

12.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR AICVB:

ATTENTION:

Executive Director
1750 South 14th Street, Suite 200
Fernandina Beach, Florida 32034
(904) 277-4369

FOR ORGANIZATION:

ATTENTION:

North Florida Bicycle Club, Inc.
PO Box 40995
Jacksonville, FL 32203
Amy Kahn

All notices for the Organization shall be provided to the Organization through the contact person named on the Event or Project Sponsorship Funding Application (“Application”) at the address listed on the Application.

SECTION 13. Public Records.

13.1 The Organization acknowledges that the County is a public agency subject to Chapter 119, Florida Statutes, and that the information and data the Organization manages under this Agreement may be public records in accordance with Chapter 119, Florida Statutes. If a court of competent jurisdiction determines that the Organization is a “contractor” for purposes of Section 119.0701, Florida Statutes, then the Organization shall comply with all requirements of Chapter 119, Florida Statutes. Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes. **IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.**

SECTION 14. Assignment.

14.1 The Organization may not assign all or part of its rights or obligations under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective. If the Organization violates this provision, any portion of the Sponsorship Amount already provided to the Organization shall be immediately refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate this Agreement.

SECTION 15. Governing Law and Venue.

15.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 16. Entire Agreement; Severability.

16.1 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. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part

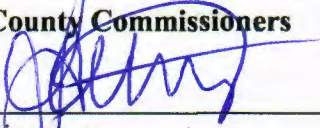
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shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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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 the County.

**Nassau County Board of
County Commissioners**



Signature

John F Martin

Printed Name

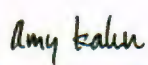
Chairman

Title

7/8/2024

Date

North Florida Bicycle Club, Inc.



Signature

Amy Kahn

Printed Name

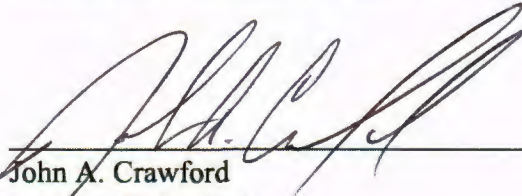
President

Title

6/3/2024

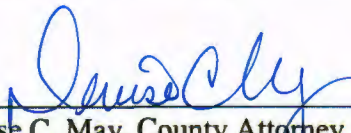
Date

Attest to the Chairman's signature:



John A. Crawford
Its: Ex-officio Clerk

Approved as to form and legality by the
Nassau County Attorney:



Denise C. May, County Attorney

Amelia Island Convention and Visitors Bureau



Signature

Gil Langley

Printed Name

President and CEO

Title

5/29/2024

Date

AMELIA ISLAND

COME MAKE MEMORIES[®]

Event or Project Sponsorship Funding Application

Name of Event or Project: Endless Summer Watermelon Ride

Event or Project Date(s): Sept 15, 2024

Event or Project Location(s): Atlantic Recreation Center

Funding Amount Requesting: \$6,000.00

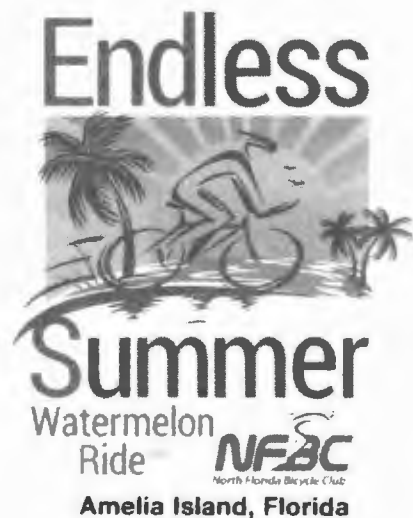
Event or Project Host/Organizer/Applicant: North Florida Bicycle Club, Inc.

Event or Project Host/Organizer/Applicant Address: PO Box 40995
Jacksonville, FL 32203

Contact Person: Ed Stanton
Address: 4515 Serena Circle, St. Augustine, FL 32084
Phone: 904-612-6987
Email: edstanton@me.com

The Event

The 35th Annual Tour de Forts Classic ride from the Atlantic Recreation Center will be held on September 15, 2024. The Endless Summer Watermelon Ride (ESWR) and the Tour de Forts (TdF) were the two signature events the North Florida Bike Club had held for over 30 years. The ESWR had taken place on Amelia Island in September for many years, while the TdF was held in Saint Johns County in April. However, years ago, the TdF had been an Amelia Island event, and in 2023, the club decided to return it to Amelia Island and move the ESWR back to St. Johns County. We considered this transition to have been very successful. We had 647 riders register in 2023, an 8% increase in attendance over the 2022 TdF in Saint Johns County. However, the NFBC board of directors feels the burden on our volunteers to hold two major events for 2024 is too much, and it has decided only to have one major event. Because the Amelia Island location typically has better attendance, we have decided to revert to this location for a September ESWR.



The event will be a one-day recreational ride offering several routes, from a short Family and Friends Fun Ride to a 100-mile “century” ride, highlighting Amelia Island's beauty and facilities as an eco-tourism destination.

Route maps from the 2023 TdF event are attached. The routes are expected to stay fundamentally the same. Registration for the event will open in late April. We anticipate 750 or more cyclists will participate.

Safety is paramount in our organization’s planning. We will file an Incident Action Plan with Nassau County and coordinate with and hire law enforcement personnel from the various agencies (Nassau County Sheriff’s Office, Fernandina Beach Police Department, Fernandina Beach Police Auxiliary Corp, and Jacksonville Sheriff’s Office) to provide traffic control at critical intersections along the route.

Parking has not been an issue for past rides. We have accommodated all participants and volunteers at the Recreation Center, the Main Beach and Main Beach North parking lots, the Fernandina Beach High School, and along Atlantic Avenue. The parking plan from the 2023 TdF is attached.

At the appropriate time, we will obtain permits for the event and confirm the rest stop locations. Delivery of porta-potties to the rest stops and placement of route signage will occur on Saturday, September 14th. Clean-up will be completed on the day of the ride. Refuse is deposited locally if appropriate facilities are available or returned to the recreation center for disposal or recycling. Route signage will be picked up on or before Monday afternoon, September 16th.

We typically have some riders with disabilities participate. We do not see any difficulty in accommodating them on the ride.

Participant Demographics

In 2023, 32% of our riders were women. Additionally, 86% of the riders were over 40— an age group with more discretionary income. Historically, one-third to half of the riders are new to the event.

Overnight Stays

An invitation to participate in a post-event survey was emailed to all 2023 registrants, and 44% of participants completed the survey. The responses were very favorable.

The survey data indicated that approximately 43% of respondents stayed at local hotels and rentals. This data was analyzed and included in the club’s post-event report to the AICVB. It indicated there were approximately 529-night stays on Amelia Island for the participants. (Note that there are additional night stays for volunteers.) Using an average room rate of \$200 per night, we estimated that \$105,800 was spent on accommodations alone. Using a conservative \$50 to \$100 spending each day on meals, sightseeing, souvenirs, gas, etc., we estimated additional spending of \$26,000 to \$52,000. Assuming an increase in attendance of 15% for 2024, we estimate \$150,000 to \$180,000 will be spent locally during the 2024 event.

Media Plan

The North Florida Bicycle Club will again hire CAAM Events (<http://www.caamevents.com>) to set up the registration website utilizing Race Roster software (<https://roadchefs.raceroster.com>) and promote the event both statewide and across the southeast through digital marketing campaigns that include Facebook, sponsored ads, and emails to a database of cyclists and distribution of event postcards at other CAAM events.

NFBC will send multiple emails promoting the ride to its database of over 8000 cyclists and continually update its Tour de Forts Classic and other club Facebook pages. The ride will be advertised in some 40 local and regional bicycle shops with posters and event postcards. We will send press releases to local and regional media outlets closer to the ride.

Please see the attached summary of the media plan.

Event or Project Host/Organizer/Applicant Signature: Ed Stanton

Date: April 11, 2024

Internal Use Only:
Date Received: 4-11-24
Approved: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
Amount: <u>\$6,000</u>

33rd Annual Tour de Forts Budget

INCOME

Registration (Net)	\$	50,000
AIVCB Grant	\$	6,000
Sponsorships		
Total Income	\$	56,000

EXPENSES

DJ	\$	500
Insurance	\$	2,000
Lunch Post Ride	\$	7,200
Marketing, CAAM General	\$	1,000
Social Media Ads	\$	1,200
Marketing Video Update	\$	500
Postcards & Flyers	\$	700
Police Support	\$	6,500
Registration expenses	\$	4,000
Rest Stop food / supplies	\$	6,300
Ride Coordinator	\$	3,400
Route Maintenance	\$	3,000
T-Shirts	\$	8,800
Toilets	\$	3,000
Transportation - Truck Rental	\$	800
Venue	\$	2,000
Total Expenses	\$	50,900

Net Income	\$	5,100
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33rd Annual Tour de Forts Media Plan

Description	Date	Audience	Distribution	Comments
Save the Date and periodic reminder emails	Beginning in May 2024 and ongoing up till event	NFBC Mailing list and prior attendees	Over 8000 email addresses	Already paid – included in our web site hosting costs
Registration website set-up, placement on CAAM Events website calendar, print event postcards for other CAAM cycling events	Beginning in May 2024 and ongoing up till event	Cyclists across southeast	Internet Registration packets	See budget
Facebook postings on Tour de Forts and North Florida Bicycle Club pages	Ongoing up through event	Cyclists who have liked these pages	Current audience of over 5,200 followers	Conducted by marketing volunteer
Sponsored ads on Facebook	June 2024 up till event	Cyclists across southeast	Internet	See budget
Event flyers	June 2024	Bike shops and cyclists	Bicycle shops in St. Johns, Duval, Nassau, Clay and Putnam counties	See budget
Venue rental	September 14 and 15, 2024	N/A	N/A	See budget

TOUR DE FORTS CLASSIC
16 APRIL 2023
NORTH FLORIDA BICYCLE CLUB

PARKING

PARKING INFORMATION

- 1 = Fernandina Beach High School Parking (opens at 6:45 am)
- 2 = Atlantic Avenue on-street parallel parking (north side only)
- 3 = Main Beach Parking
- 4 = Volunteer Parking (Does not include Ride Marshals)

Parking GPS Addresses:

Fernandina Beach High School
(Opens from 6:45) 435 Citrona Dr,
Fernandina Beach, FL 32034

Main Beach North Parking Lot
103 N Fletcher Ave, Fernandina Beach,
FL 32034

Main Beach Parking Lot
2811 Atlantic Ave, Fernandina Beach,
FL 32034

Atlantic Avenue on-street parking
2201 Atlantic Ave, Fernandina Beach,
FL 32034

Volunteer Parking
Behind Rec Center on Jean Lafitte

Family & Friends Fun Ride Parking
(Only after 8 am) Start/Finish Venue
west entrance. 2500 Atlantic Ave,
Fernandina Beach, FL 32034



Registration Heat Maps from 2023



TDF 10-Miles: Fun Ride | Tour de Forts (2023) | Road (Tentative) 
10.3 miles, + 218 / 220 feet



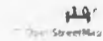
TDF 29-Miles: Half Metric Century | Tour de Forts (2023) | Road (Tentative) 
29.0 miles, + 338 / 337 feet



TDF 47-Miles Half Century | Tour de Forts (2023) | Road
(Tentative)



46.7 miles, + 409 / 409 feet



TDF 77-Miles Metric Century Plus | Tour de Forts (2023) | Road
(Tentative)



77.2 miles, + 713 / 115 feet



TDF 100-Miles Century | Tour de Forts (2023) | Road (Tentative)  **RIDE**
WITH GPS
99.3 miles + 755 757 feet



