

**SPONSORSHIP AGREEMENT**  
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND**  
**LIGHT UP AMELIA, INC.**

This Sponsorship Agreement (“Agreement”) is entered by and between the Nassau County Board of County Commissioners (“County”) and LIGHT UP AMELIA, 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 the Shrimp Drop on December 31, 2024. (“Event”).

**SECTION 1. Organization’s Responsibilities.**

- 1.1 The Organization shall hold the Event which shall consist of a concert as outlined in the Request for Sponsorship (“Exhibit A”). The Event shall be held December 31, 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 promote at least one Amelia Island Hotel on the Organization’s website, and 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.ameliaisland.com](http://www.ameliaisland.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 Five Thousand Dollars and 00/100 (\$5,000.00) (“Sponsorship Amount”) for the 2024 Event. 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 the 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 March 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 14<sup>th</sup> Street, Suite 200  
Fernandina Beach, Florida 32034  
(904) 277-4369

**FOR ORGANIZATION:**

**ATTENTION:**

Sarah Pelican  
106 N. 15th St.  
Fernandina Beach, FL 32034  
(904) 556-6819

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](mailto: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

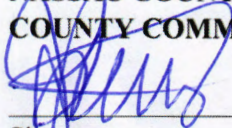
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shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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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**

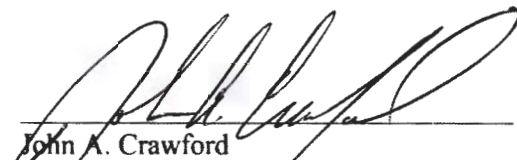
  
\_\_\_\_\_  
Signature

John F. Martin  
\_\_\_\_\_  
Printed Name

Chairman  
\_\_\_\_\_  
Title

11-18-24  
\_\_\_\_\_  
Date

Attest to the Chairman's signature:

  
\_\_\_\_\_  
John A. Crawford  
Its: Ex-officio Clerk

**Amelia Island Convention and Visitors Bureau**

Gil Langley  
\_\_\_\_\_  
Signature

Gil Langley  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

10/14/2024  
\_\_\_\_\_  
Date

**LIGHT UP AMELIA, INC.**

Sarah L. Pelican  
\_\_\_\_\_  
Signature

Sarah Pelican  
\_\_\_\_\_  
Printed Name

Treasurer  
\_\_\_\_\_  
Title

10/14/2024  
\_\_\_\_\_  
Date

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

Denise C. May  
\_\_\_\_\_  
Denise C. May, County Attorney



"EXHIBIT A"

# AMELIA ISLAND

## COME MAKE MEMORIES®

### 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](mailto: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](mailto:mmurphy@ameliaisland.com) or call 904-277-4369.

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**Name of Event or Project:** Annual Shrimp Drop

**Event or Project Date(s)**

December 31<sup>st</sup> 2024

**Event or Project Location(s):**

Downtown Fernandina

**Funding Amount Requesting:** \$5,000.00

**Event or Project Host/Organizer/Applicant:** Light Up Amelia, Inc.

**Event or Project Host/Organizer/Applicant Address:** 106 N. 15th St, Fernandina Beach, FL, 32034

**Contact Person:** Sarah Pelican

**Address:** same

**Phone:** 904-556-6819

**Email:** [slpelican@gmail.com](mailto:slpelican@gmail.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.

City of Fernandina Beach, City Manager: Jeremiah Glisson, (904) 310-3100

Florida Public Utilities, Ramiro Sicre, President, Light Up Amelia: (561)601-631

Eric Schmidt, Westrock: (904) 271-5239

Phillip Smith, Fernandina Beach Optimist Club; Director of Operations, Light Up Amelia: (904) 753-5506

Charles Corbett, Vice President, Light Up Amelia: (904) 583-1767

Sarah Pelican, Treasurer, Light Up Amelia: (904) 556-6819

Amy Ryan, Secretary, Light Up Amelia Board Member: (904) 753-1338

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

This years event will be bigger and better than in years past due to it being **the kick off event for the Fernandina Beach Bicentennial Celebration**. The New Years Eve Shrimp Drop is a family friendly event held at the downtown Fernandina waterfront from 5 - 8 p.m. on December 31st. The first Shrimp Drop was held in 2015 as a novel interpretation of the NYC Times Square ball drop, using our local shrimping history as the catch. The event was so successful, the following year it was featured on "Fox and Friends," and attendance from the first year was estimated to have doubled from 2,000 to approximately 4,000, and continues to grow. A quick google search leads to many of our local hotels and B&Bs promoting this event as a fun, family friendly draw for New Years Eve; as well as national and international blogs lauding "a unique and enjoyable experience for people of all ages." Same day set up and tear down per City of Fernandina Beach Special Events permit. A conservative estimate for projected overnight visitation would be 500 families.

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 or project.

For each and every event, Light Up Amelia appears before the City of Fernandina Beach Special Events Committee and meets/exceeds all their permitting requirements. Light Up Amelia provides an Enhanced Access Unit Portalet to accommodate those with special needs; as well as paying for additional police officers and FBFD EMS to be in attendance for the duration of the event.

Describe in detail how the special event or project 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 or project and the related expense budgets for the marketing activities.

The sponsorship funds will go towards the music and laser show on the evening of the event. Light Up Amelia has a website, Facebook page and a presence on Instagram and Twitter. The City of Fernandina Beach promotes the event via its social media avenues, and all local media (print, radio and TV) advertise the event. Light Up Amelia has signage and banners at the event booth advertising sponsorships of each event, and multiple announcements are made during the event thanking the sponsors.

#### **Budget**

An event or project budget must accompany this application. Budget should include:

- amount being invested by the event or project host/organizer: All work and special projects involved in this event by the board members of Light Up Amelia is voluntary, including raising money to put on this and the Hometown 4th of July event.
- an expense budget for producing the event or project: \$27,000 (includes fireworks, music and laser show, additional FBPD & FBFD officers, and portalets)
- amount of support requested from the TDC and its intended use: \$5,000 towards music and laser show.
- additional sponsorship revenues: FPU, City of Fernandina Beach, First Port City Bank, First Federal Bank
- anticipated revenue from ticket/ancillary sales: This event is open to the public at no charge
- any other revenue expected to be generated by the event or project: \$2200 from vendors (11 @ \$200 per booth space); \$300 donations from attendees .

Event or Project Host/Organizer/Applicant Signature: *S.Pelican* 09/04/2024

Date: September 4, 2024

Internal Use Only:
Date Received: 9/5/24
Approved: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
Amount: ₪ 5,000