



SPONSORSHIP AGREEMENT

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND CLEARWATER MARINE AQUARIUM, INC.

This Sponsorship Agreement ("Agreement") is entered by and between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("County") and CLEARWATER MARINE AQUARIUM, 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 a Right Whale Festival ("Event").

SECTION 1. Organization's Responsibilities.

- 1.1 The Organization shall hold the Event which shall consist of the Right Whale Festival as outlined in the Request for Sponsorship ("Exhibit A"). The Event shall begin on November 1, 2025, and shall continue until November 2, 2025. 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. 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 fulfillment of the terms of this Agreement, the County shall provide to Organization a sponsorship in the amount of Ten Thousand Dollars (\$10,000.00) ("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 March 30, 2026.

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:

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.