



## SPONSORSHIP AGREEMENT

This sponsorship agreement is effective as of this 8/4/09<sup>12th</sup> day of August, 2009, between the Nassau County Board of County Commissioners (hereinafter referred to as "BOCC"), Amelia Island Tourist Development Council (hereinafter referred to as "AITDC") and the Book Island Festival, Inc. (hereinafter referred to as "BIFI").

In consideration of the premises and mutual benefits to be derived from this agreement, the parties hereby agree as follows:

## 1. BIFI shall:

- a) The BIFI will schedule the annual event the third weekend of February (President's Day weekend).
- b) The BIFI will include the AITDC logo, as supplied by the AITDC, on all printed materials and will reference the AITDC as a sponsor in all press releases and any other media materials. The AITDC has the right to approve all materials and releases.
- c) The BIFI will provide 4 complimentary tickets to all Book Festival functions to which admission is charged. AITDC will use said tickets in promoting the event/s.
- d) BIFI will obtain all necessary permits, secure venues, and obtain any other approval necessary to conduct the BIFI and related activities.
- e) BIFI 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 BOCC or the AITDC nor to commit or bind the BOCC or the AITDC to any contract by virtue of this agreement.

## 2. AITDC shall:

- a) Enter into a three-year declining investment to be used for the enhancement of the event, including presenting top-name authors, producing larger-scale activities, and the solicitation of additional sponsors. The investment sponsorship is:

2010: \$10,000

2011: \$ 7,500

2012: \$ 5,000

- b) The AITDC will assist BIFI in arranging complimentary and/or reduced pricing on rooms with local hotels in February for the authors.
- c) The AITDC will pay the cost of reprinting of the 2009 rack cards, at a cost not to exceed \$1,000.
- d) Through its normal marketing operations, AITDC will assist with additional support for marketing, promotions and public relations for the BIFI.

3. Both parties agree that if, for any reason, the BIFI does not take place in February, 2010, 2011 and/or 2012, the funds paid to the BIFI for that year will be refunded.

4. BIFI agrees to carry the following insurance to protect the respective interest of the parties:  
Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable) shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

Certificates of Insurance acceptable to the BOCC and AITDC must be received within five (5) days of Notification of Selection and/or at time of signing Contract Agreement.

Certificates of Insurance and the insurance policies required for this contract 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 the BOCC and AITDC .

Certificates of Insurance and the insurance policies required for this contract will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the BOCC and AITDC .

Certificates of Insurance and the insurance policies required for this contract shall contain a provision under General Liability, Auto Liability and Excess Liability to include the BOCC and AITDC as Additional Insured.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) 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.

All of the above referenced Insurance coverage is required to remain in force for the duration of this contract.

#### 5. ASSIGNMENT AND WARRANTIES:

The parties agree that the duties and responsibilities hereunder may not be assigned without prior express written permission of the other party. Both parties warrant that they will perform their respective obligations under this agreement in compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.

#### 6. MISCELLANEOUS PROVISIONS CLAUSE:

Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

7. TERM:

This agreement shall commence when fully executed and shall remain in full force and effect until the completion of the Events, or no later than March 1, 2012. There shall be no extension of this agreement.

8. 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, interest, 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.

In witness whereof, the understanding parties have duly executed this agreement in a manner appropriate to each on the date written above.

The Amelia Island  
Tourist Development Council

Book Island Festival, Inc.

By Charles B. Long  
Date August 3, 2009

By Wayne "Duke" Anderson  
Date August 4, 2009

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

BARRY V. HOLLOWAY  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

DAVID A. HALLMAN

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID AK BOOKI-1	DATE (MM/DD/YYYY) 08/04/09
<b>PRODUCER</b>  John T. Ferreira Ins., Inc. 500 Centre Street Fernandina Beach FL 32034 Phone: 904-261-5571 Fax: 904-261-4621		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Book Island Festival, Inc. Mary Pitcher PO Box 824 Fernandina Beach FL 32034		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Auto Owners Insurance Company INSURER B: United States Liability Ins. Co INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>  18988 25895     

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	GENERAL LIABILITY	78654158	06/07/09	06/07/10	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1000000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2000000	
				PRODUCTS - COMP/OP AGG	\$ 2000000	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
<b>B</b>	OTHER					
	Directors&Officers	NDO1049451E	08/02/09	08/02/10	Limit	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

-----06  Amelia Island Tourist Development 102 Centre Street Fernandina Beach FL 32034	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Amanda Barnes</i></div>
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<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID AK BOOKI-1	DATE (MM/DD/YYYY) 08/04/09
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<b>INSURED</b>  Book Island Festival, Inc. Mary Pitcher PO Box 824 Fernandina Beach FL 32034		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Auto Owners Insurance Company INSURER B: United States Liability Ins.Co INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>  18988 25895     

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	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ALL OWNED AUTOS			BODILY INJURY (Per person)	\$				
<input type="checkbox"/> SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$				
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	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$		
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$		
				AGG	\$			
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$		
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						\$		
	<input type="checkbox"/> DEDUCTIBLE					\$		
	<input type="checkbox"/> RETENTION \$					\$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER		
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	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$		
					E.L. DISEASE - POLICY LIMIT	\$		
<b>B</b>	<b>Directors&amp;Officers</b>	ND01049451E	08/02/09	08/02/10	Limit	1000000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER****CANCELLATION**

NASSA39  Nassau County Board of County Commissioners 96161 Nassau Place Yulee FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Amanda Barnes</i></div>
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