

SPONSORSHIP AGREEMENT
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND
FERNANDINA BEACH SONGWRITERS FESTIVAL, LLC

This Sponsorship Agreement ("Agreement") is entered by and between the Nassau County Board of County Commissioners ("County") and Fernandina Beach Songwriters Festival, LLC. ("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 Fernandina Beach Songwriters Festival starting April 10, 2025 through April 13, 2025 ("Event").

SECTION 1. Organization's Responsibilities.

- 1.1 The Organization shall hold the Event which shall consist of a Songwriters Festival as outlined in the Request for Sponsorship ("Exhibit A"). The Event shall begin on April 10, 2025 and continue through April 13, 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 fulfilment of the terms of this Agreement, the County shall provide to Organization a sponsorship in the amount of Ten Thousand Dollars and 00/100 (\$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 September 30, 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:

Sean McCarthy
23583 Bahama Pt #1517, Fernandina Beach FL 32034
capt.spmc@gmail.com
904-415-0395

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

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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 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**

LLC

Fernandina Beach Songwriters Festival,



Signature

John F Martin

Printed Name

Chairman

Title

NOV 18 2024

Date



Signature

Sean McCarthy

Printed Name

Organizer

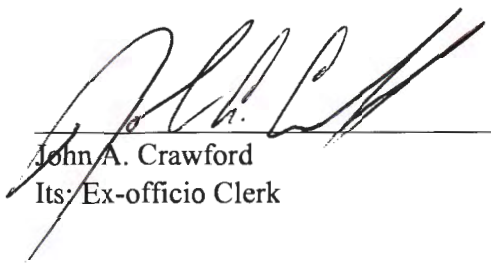
Title

10/23/2024


Date

Attest to the Chairman's signature:

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

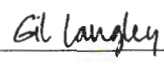


John A. Crawford
Its: Ex-officio Clerk



Denise C. May, County Attorney

Amelia Island Convention and Visitors Bureau



Signature

Gil Langley

Printed Name

President

Title

10/14/2024

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) or mailed/hand delivered to 1750 South 14th Street, Suite 200, Amelia Island, FL 32034.

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

Name of Event/Project/Program: Fernandina Beach Songwriters Festival, LLC
Event/Project/Program Date(s): April 10th-13th 2025
Event/Project/Program Location(s): Downtown Fernandina Beach Florida
Funding Amount Requesting: \$10,000.00
Event/Project/Program Host/Organizer/Applicant: Fernandina Songwriters Foundation
Event/Project/Program Host/Organizer/Applicant Address: 23583 Bahama Pt #1517
Contact Person: Sean McCarthy
Address: 23583 Bahama Pt #1517 FB Fl 32034
Phone: 904-415-0395
Email: capt.spmc@gmail.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.

Alexandra Maddox 904-556-1759 Tammy King 615-579-5816

Sean McCarthy 904-415-0395 Susie Bridwell 904-556-1959

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.

See attached

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.

See attached

See attached

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.

See attached

See attached

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: Alexandra Maddox Digitally signed by Alexandra Maddox
Date: 2024.06.25 13:46:01 -04'00'

Date: 6/25/24

Internal Use Only:
Date Received: <u>6/25/24</u>
Approved: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
Amount: <u>\$10,000</u> <u>unmailed 8/1</u>

Attachment A:

The Fernandina Beach Songwriter Festival will be held April 10th-13th, 2025. This is our third year organizing the event and each year the attendance has grown. We plan to bring in approximately 20 Nationally recognized songwriters from around the country to Amelia Island. The event will be held in downtown Fernandina Beach at various locations including The Green Turtle, Marlin & Barrel, St. Peters Episcopal Church, The Alley at AIBC, Amelia River Cruises and Hymann Williams Realty. The Songwriters will perform multiple times at the local venues. Some performances are free to the public while others are ticketed events.

The event brings in attendees from inside and outside the State of Florida. These attendees stay at local hotels and B&B's and visit local restaurants, bars and retail shops. Since it is a three day event, attendees stay multiple nights. The economic impact to local businesses was huge the last two years. Many of the performances last year were standing room only. Since a large number of attendees come from out of town, they stay at local hotels and eat, drink and shop locally. Attendees that live in the area also frequent the local downtown businesses. Since the Festival goes from noon until 11pm, local attendees are spending the entire day downtown and spending money in local businesses.

We will advertise the event through the TDC resources, social media sites, The Newsletter, The Islander Magazine and other news outlets outside of the Fernandina Beach area. We will also advertise on River City Live. Last year we teamed up with Lucky Money Entertainment. They provided advertising through their media outlets and hosted a Songwriter round at The Local in Nashville, TN. It was standing room only at the Event. The individual Songwriters also help advertise the Festival through their social media accounts.

We bring in a variety of Songwriters with different backgrounds and musical genres. For this reason, the audience varies greatly in age and travel from various locations. Songwriter Festivals are becoming increasingly popular. The attendees seek out these types of festivals because it gives them a chance to interact with musicians they would otherwise likely never meet.

Each year we become more widely known and are now having artists reach out to us and ask to be included in the Festival. We also have many return attendees. It will become larger each year.

In 2024, we formed the non-profit organization Fernandina Songwriters Foundation. We were able to go into the Nassau County Schools and have a workshop for local students. The group Troubadour Blue hosted a question and

answer session for local students that were interested in getting into the music industry. We also awarded a \$5,000.00 scholarship to a high school student to be used toward her college expenses.

Attachment B:

We do not anticipate any need for additional parking, shuttle service or security. All the venues are located in downtown Fernandina and within walking distance of the hotels. Our Songwriters will be staying downtown at the Hampton Inn. We encourage attendees to also stay at downtown hotels and B&B's so they can access venues easily. Local attendees rely on their personal vehicles and utilize local parking areas. The venues for 2025 are The Green Turtle, St. Peters Episcopal Church, The Alley at AIBC, Marlin & Barely and Heymann Williams Realty.

Attachment C:

The TDC sponsorship will help cover the cost of the Artists pay. This is the most important part of the Festival since getting Nationally recognized Songwriters brings in more attendees. The marketing and advertising budget will be used to promote the Festival, bring in attendees and procure additional sponsorship.

Our Media plan includes the following:

- Distribute posters to local businesses including hotels, the Welcome Center, the Chamber of Commerce and grocery stores, restaurants, bars and local retail shops.
- Banner across 8th Street
- Social media advertising, paid and free
- Local newspapers and magazines
- Live performances on local tv programs including River City Live
- Individual Artists will advertise on their social media accounts
- Email blasts to past attendees
- Partnership with Lucky Money Entertainment for additional advertising resources and special events.
- Advertising in National Magazines such as Southern Living and Garden and Gun if funds allow.

PROPOSED BUDGET 2025

Expenses:

Artists	\$20,000.00
Advertising & Marketing	\$15,000.00
Sound Company	\$10,000.00
Insurance	\$1,000.00
Hotel Rooms for Songwriters	\$5,000.00
Venue Rentals	\$5,000.00
Boat Rental	\$1,500.00
Website Updates	\$500.00
Food & Beverages for Green Room	\$1,500.00
VIP Reception	\$2,000.00
Promotional Materials	\$8,000.00
Festival Merchandise for sale	\$6,000.00
Transportation for Songwriters	\$800.00
VIP Bags	\$700.00
Supplies	\$1,500.00
Legal and Accounting	\$1,500.00
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	\$80,000.00

Income:

Investment by FBSF	\$5,000.00
Additional Sponsorship	\$30,000.00
Merchandise Sales	\$10,000.00
Ticket Sales	\$25,000.00
TDC Sponsorship	\$10,000.00
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	\$80,000.00