CS-24-333



# 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") to organize the 36<sup>th</sup> Annual Endless Summer Watermelon Ride ("Event"), overseen by the Amelia Island Convention and Visitors Bureau ("AICVB") on behalf of the County.

#### SECTION 1. Organization's Responsibilities.

- 1.1 The Organization shall hold the Event which shall consist of activities as outlined in the Request for Sponsorship ("Exhibit A"). The Event shall be held on September 14, 2025. AICVB may change the Event date(s) so as 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 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 related activities.
- 1.5 The Organization shall provide all necessary equipment.
- 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.

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- 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 staff.

"Event"

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- 1.11 The Organization shall be responsible for implementing a parking system for the MAXIMUM in a safe and efficient manner and in cooperation with the County, municipality, or appropriate authorities.
- 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 <a href="www.ameliaisland.com">www.ameliaisland.com</a>. The Event posting should include the Event schedule and details as they relate to parking,

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- registration fees, sponsorship, merchandise sales, concessions, and all other activities relating directly or indirectly to the operation of the Event (as applicable).
- 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, Five Hundred Dollars and 00/100 (\$6,500.00) ("Sponsorship Amount").
- 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 1.15 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 costs and expenses in excess of the total Sponsorship Amount.

#### **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.**

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

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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 <u>not</u> 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 November 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

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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:**

Amy I. Kahn 28028 Grandview Manor, Yulee, FL 32097 Phone: 678-613-2074 kahn.amyi@gmail.com

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#### **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.

#### **SECTION 17. Human Trafficking Affidavit.**

17.1 In accordance with Section 787.06, Florida Statutes, the Organization shall provide to the County an affidavit, on a form approved by the County, signed by an officer or representative of the Organization under penalty of perjury attesting that the Organization does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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	NORTH FLORIDA BICYCLE CLUB, INC
MAXX.	Mark Schelsky
Signature	Signature
A.M. "Hupp" Huppmann	Mark Sekelsky
Printed Name	Printed Name
Chairman	President
Title	Title
4-28-2025	4/8/2025
Date	Date
Attest to the Chairman's signature:	Approved as to form and legality by the
. / /	Nassau County Attorney:
Mr. I	Denise C. May, Esq., BCS
Mitch L. Keiter	Denise C. May, County Attorney
Its: Ex-officio Clerk	
Amelia Island Convention and Visitors Bureau	
Gil langley	
Signature Gil Langley	
Printed Name President	
Title 4/7/2025	

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Date



#### **Event or Project Sponsorship Funding Application**

Name of Event or Project: Endless Summer Watermelon Ride, 36th

Event or Project Date(s): Sunday, September 14, 2025

Event or Project Location(s): Atlantic Recreation Center, 2500 Atlantic Ave, FB, FL 32034

Funding Amount Requesting: \$6,500.00

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: Amy I. Kahn

Address: 28028 Grandview Manor, Yulee, FL 32097

Phone: 678-613-2074

Email: kahn.amyi@gmail.com

#### The Event

On September 14, 2025, the North Florida Bicycle Club (NFBC) along with Major Taylor Cycling Club of North Florida (MTCCNF) will hold the 36th Annual Endless Summer Watermelon Ride (ESWR) from the Atlantic Recreation Center on Amelia Island, FL. The main goal of the ESWR is to raise funds to support Pedaling for Safety, and extension of the North Florida Bicycle Club. Pedaling for Safety's mission is to promote safety for people who bicycle along Florida's First Coast. Our vision is zero fatalities or serious injuries from bicycling in our region.



In 2024, the NFBC Board of Directors made the difficult decision to put all our efforts into organizing just one signature ride. That ride is the well-known and attended Endless Summer Watermelon Ride (ESWR). The ESWR is a signature event the North Florida Bike Club has held for over 35 years. For many years, it has occurred on Amelia Island on the second Sunday of September. Whenever we try a different location for this ride, we always end up back on beautiful Amelia Island. FL.

In 2023, we tried an experiment and held the ESWR at the St. John's County Fairgrounds, with a turnout of 607 riders. In 2024, we decided to move the ESWR back to Amelia Island and

ended up with 679 registered riders. This increased our participant count by 11.8 % and proved that Amelia Island, FL, is the right place to hold this well-known and beloved bicycle ride.

The ESWR will be a one-day recreational ride offering five routes leaving and returning to the Atlantic Recreation Center. The shortest route is the 11-mile Family and Friends Fun with a Fort Clinch State Park tour. The longest route will be a 100-mile "century" ride, highlighting Amelia Island's beauty and facilities as an eco-tourism destination. Attached are route maps from the 2024 ESWR event. The routes are expected to stay fundamentally the same in 2025. Registration for the event will open in mid-May. We anticipate 700 or more cyclists will participate in this event in 2025.

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 2024 ESWR is attached.

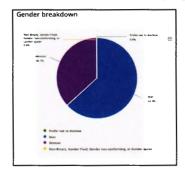
At the appropriate time, we will obtain permits for the event and confirm the rest stop locations. Porta-potties will be delivered to the rest stops on Saturday, September 13th, and route signage will be placed on the day before the ride. Clean-up will be completed on the day of the ride. Refuse is deposited 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 15th.

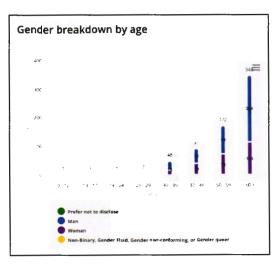
We typically have some riders with disabilities participate. We do not see any difficulty in accommodating them on the ride. Historically, one-third to half of the riders are new to the event.

#### **Participant Demographics**

In 2024, 37% of our riders were women and 63% men.

- 48 riders were in the (30-39) age group
- 92 riders were in the (40-49) age group,
- 172 riders were in the (50-59) age group
- 348 riders were in the (60+) age group
- 20 riders were in the (12-29) age group





#### **Overnight Stays**

An invitation to participate in a post-event survey was emailed to all 2024 registrants, and 44% of participants completed the survey. The responses were very favorable.

The survey data indicated that approximately 49% of respondents stayed at local hotels, AirBnbs, or B&Bs. This data was analyzed and included in the club's post-event report to the AICVB. The survey also showed that 50% of respondents stayed 1-2 nights in a local hotel and 2.24% stayed more than 3 days. Using an average room rate of \$200 per night, we estimate that \$105,800 was spent on accommodations alone. Using a conservative \$50 to \$100 spending each day on meals, sightseeing, souvenirs, gas, etc., we estimate 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 2025 event.

#### Media Plan

The North Florida Bicycle Club will again hire CAAM Events (<a href="https://www.caamevents.com">https://www.caamevents.com</a>) to set up the registration website utilizing Race Roster software. Here is a link to last year's ride (<a href="https://raceroster.com/events/2024/88723/endless-summer-watermelon-ride">https://raceroster.com/events/2024/88723/endless-summer-watermelon-ride</a>). CAAM Events will promote the event both statewide and across the southeast through digital marketing campaigns that include Facebook, sponsored ads, 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 8,000 cyclists and continually update its Endless Summer Watermelon Ride 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:

Date: February 10, 2025

Internal Use Only:

Date Received: 2/10/25

Approved: X\_Yes / \_\_\_No

Amount: \_\$6,500\_

## 36<sup>th</sup> Endless Summer Watermelon Ride Budget

INCOME from 2024 ESWR	
Registration (Net)	49,489.00
AIVCB Grant	6,000.00
Sponsorships	3,000.00
Jersey Sales	4,134.00
	62,623.00
EXPENSES	
Registration CAAM	\$,8900
Insurance	\$2,100
Rest Stop Food	\$800
Lunch Post Ride	\$9,500
Marketing, CAAM	\$1,500
Social Media	\$1,000
Marketing Videos	\$6,000
Post Cards & Flyers	\$1,000
Police Support	\$6,500
Ride Coordinator	\$2,500
Route Signs & Maintenance	\$800
Event Jerseys	\$5,050
T-Shirts from P5	\$8,500
Toilets	\$2,800
Truck Rentals	\$1,100
Venue	\$2,400
Fort Clinch State Park	\$200
	\$51,750

## 36th Endless Summer Watermelon Media Plan

Description	Date	Audience	Distribution	Comments
Save the Date and periodic reminder emails	Beginning in May 2025 and ongoing up until event	NFBC Mailing list and prior attendees	Over 8,000 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 2025 and ongoing up till event	Cyclists across southeast	Internet Registration packets	See budget
Facebook postings on ESWR 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 2025 up till event	Cyclists across southeast	Internet	See budget
Event flyers	June 2025	Bike shops and cyclists	Bicycle shops in St. Johns, Duval, Nassau, Clay and Putnam counties	See budget
Venue rental	September 13 and 14, 2025	N/A	N/A	See budget

### Metric from 2024 ESWR

Registrations	Export
100-miles   The Mighty Melon	159
73-miles   The Big Melon	143
52-miles   The Half Melon	234
30-miles   Le Petit Melon	118
11-miles   Tour de Fort- Family Fun Melon	25
Total:	679

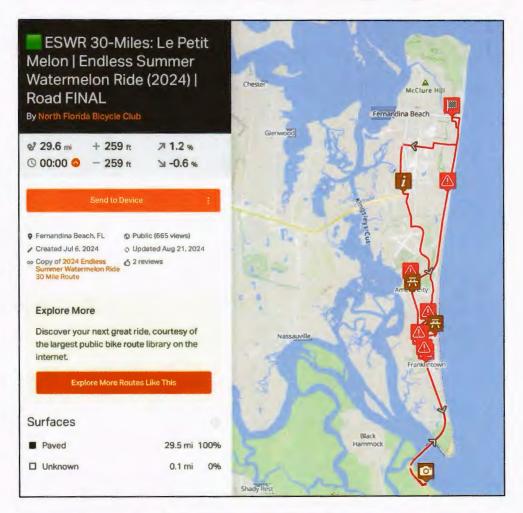
## Participation by Regin in 2024

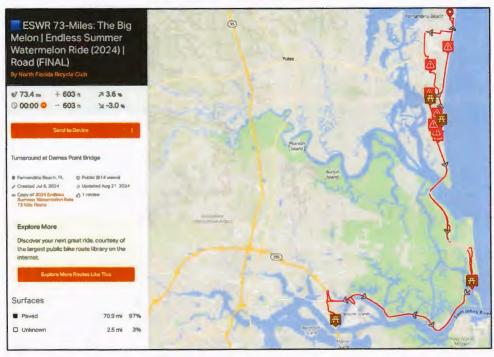
# Participants by region

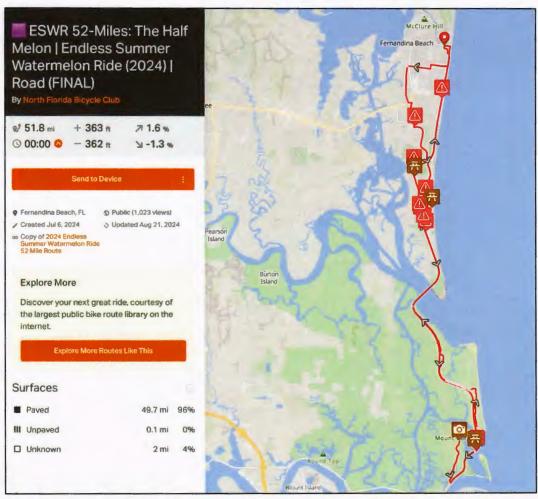
## **Export All**

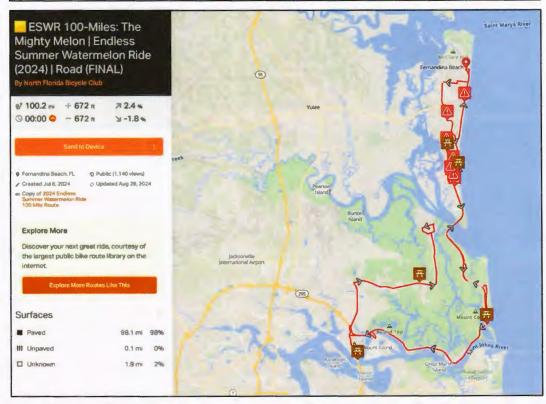
Region	Participants
FL	576
GA	62
SC	20
AL	7
NC	3
MO	2
MS	2
TX	2
СТ	1
KY	1

#### 2024 ESWR Routes









#### **Parking Map**



If you registered early, you received your packet by mail. You do not need to check-in. Put your bib number on your back. Put on your wrist ID. Then, you can go directly to the start without returning to your car.

If you register late, you can pick up your packet at the venue the day before the ride.

It will be dark when you arrive.



#### **Promotional Video from 2024**

#### Welcome to 2024 ESWR



## What to Expect on Day of Ride



#### Recap of 2024 ESWR

