

# **TOURISM PROMOTION AGREEMENT**

Event Name

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), for and on behalf of Visit St. Pete-Clearwater (“VisitSPC”), and \_\_\_\_\_, a Florida \_\_\_\_\_ corporation (“Event Organizer”) (collectively, the “Parties,” or individually, a “Party”).

## **WITNESSETH:**

**WHEREAS**, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104, Florida Statutes, VisitSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of their main purposes the attraction of tourists, as evidenced by the promotion of the activity, service, or event to tourists; and

**WHEREAS**, the County, on behalf of VisitSPC, agrees to provide Tourist Development Tax funding for the \_\_\_\_\_ to be held \_\_\_\_\_ (“Event”), organized and operated by the Event Organizer to promote Pinellas County tourism as pursuant to the promotion program described in Exhibit A;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement will commence on the Effective Date and remain in full force and effect through \_\_\_\_\_, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) for Sponsorship benefits and up to the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) for Marketing and Advertising expenditures for a total sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A, which is incorporated into this Agreement (“Promotion Program”). The County will pay the funding in accordance with the following:

A. Marketing and Advertising expenditures will be paid on a reimbursement basis upon submittal of required documentation to the County which must include a copy of subcontractor/vendor invoices that support the marketing plan attached hereto as Exhibit B for which Event Organizer is seeking reimbursement, as well as other such documentation as required by VisitSPC.

B. The funding will be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.A and 2.H. at the address set out in Section 4.

C. Payment will be made by the County to the Event Organizer in accordance with §218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.”

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, infeasibility, voluntary action, or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer will be deobligated, and will not be paid. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above after entering into a fully executed funding agreement but pre-event, the Event Organizer must either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VisitSPC staff in their sole discretion; or 2) seek reimbursement for allowable marketing deliverables per the Agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event and to the extent of value received by County as determined by VisitSPC staff in their sole discretion. If the Event is cancelled for any reason, this Agreement may be amended in writing by mutual agreement of the Parties to authorize funding on revised terms.

E. The Event Organizer will repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer in breach of any covenant, term, or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the term.

F. The Event Organizer will provide immediate written notice to VisitSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer’s funding request.

G. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VisitSPC, or his designee.

H. The Event Organizer will provide a written final report to VisitSPC within forty-five (45) calendar days of Event completion, which at a minimum will include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and will specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights—which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards—and such other information as required by VisitSPC. Failure to submit the report as required will disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer will organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event or similar events, and agrees to use its best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a high quality, pleasant, accessible, safe, and enjoyable experience for all participants/attendees.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated is each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports will be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

For the County:

Craig Campbell, Director  
Brand Activations  
Visit St. Pete-Clearwater  
8200 Bryan Dairy Rd., Suite 200  
Largo, FL 33777  
Craig@VisitSPC.com

For the Event Organizer:

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement without cause by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the Event postponed as provided herein, Event Organizer will only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as determined by VisitSPC staff at their sole discretion. Reimbursement will be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement will be considered in breach thereof, and be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County will not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement will terminate without penalty to the County.

6. A. The Event Organizer will, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer will maintain all such records and documents for at least three (3) years following

termination of the Agreement, including but not limited to all documents in support of the Event Organizer's funding application and post-event reporting.

B. The County through VisitSPC or VisitSPC's vendor, has the right to collect attendee data on-site during the Event using methods including, but not limited to data technology, analytics, surveys, etc. for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination. Upon request, Event Organizer will grant VisitSPC staff or VisitSPC's designated vendor access to the Event and provide any reasonable assistance needed to accomplish this task.

7. A. Neither the County nor the Event Organizer will make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities will be the responsibility of the Event Organizer.

C. The Event Organizer will indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Event Organizer; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed intellectual property, trademark, patent, or copyright infringement or litigation based thereon; except only such injury or damage as has been occasioned by the sole negligence of the County.

8. A. The Event Organizer will conduct the Event in compliance with all applicable federal, state, and local laws.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement will be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer will not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment, or waiver to or of this Agreement will be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and will remain an independent contractor and not an agent of the County or VisitSPC.

H. Sections 2.D, 2.E., 6.A., and 7.A., B. and C. will survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement will be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages in connection with the subject of this Agreement may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Event Organizer agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records associated with this Agreement.

10. By signing this Agreement below, Signer attests to all of the following:

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;

B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and

C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.

**IN WITNESS WHEREOF**, the Parties herein have executed this Agreement on the day and year first above written.

**PINELLAS COUNTY**

**EVENT ORGANIZER**

By: \_\_\_\_\_

By: \_\_\_\_\_

[Corporate Seal]