CAPITAL PROJECT
FUNDING AGREEMENT

Project Name

THIS AGREEMENT ("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" or "VisitSPC") and _____, a Florida _____ corporation ("Organization") (collectively, the "Parties" or individually a "Party").

WHEREAS, in accordance with Section 118-32 Pinellas County Code and Florida Statutes § 125.0104, the County is authorized to utilize tourist development tax revenues to fund the acquisition, construction, extension, enlargement, remodeling, repair, improvement, or maintenance of statutorily eligible capital projects; and

WHEREAS, in order to equitably and consistently evaluate capital project funding requests, the County adopted Capital Project Funding Guidelines, which establish both the requisite criteria, documents, studies and related financial information to be submitted by a capital funding applicant, as well as the capital project funding application and review process; and

WHEREAS, as part of the review and evaluation process, the County hired a consultant to review capital project funding applications and to provide a report of same to both the County and the Tourist Development Council for their consideration when evaluating capital project funding applications; and

WHEREAS, after due consideration of the capital project funding applications, the Consultant's report and the recommendations of its Tourist Development Council, the County has approved the funding of certain capital projects determined to best promote tourism in Pinellas County; and

WHEREAS, the County, through its Board of County Commissioners agrees to provide Organization with funding for the Capital Project, as defined herein, in the amount and in accordance with the terms and conditions described herein; and

WHEREAS, this agreement sets forth the rights and obligations of the Parties related to the capital project, funding, and related matters.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. DEFINITIONS. In addition to other capitalized terms or phrases that may be defined elsewhere in this Agreement, the following capitalized terms have the meaning set forth as follows:

A. “Capital Project” or “Project” means that certain statutorily eligible project/facility as described in Exhibit A.

B. “Commencement Date” means the date that Organization commences construction of the Capital Project improvements on the project site after completion of the project design and the issuance of all permits and approvals necessary to construct the Capital Project.

C. “Repayment Amount” means the specific amount repayable to the County by the Organization under the circumstances of paragraph 6(F) herein, which will be calculated as follows:

REPAYMENT AMOUNT=A x (B/C) where:

A - is the final aggregate amount of funds actually disbursed to the Organization by the County per the agreement;

B - is the number of complete calendar months remaining per the term of the Tourism Promotion Benefits as stated in Exhibit B, if the circumstances of 6(F) occur; and

C - is the total number of months under the terms of the Tourism Promotion Benefits as stated in Exhibit B.

D. “Tourist Promotion Benefits” means any and all tourism, sponsorship and/or marketing benefits provided by Organization to promote the destination, including but not limited to such Tourism Promotion Benefits as may be negotiated by County staff as part of the consideration for the County funding of the Project, as further described in Exhibit B. The benefits described in Exhibit B provide the baseline benefits deliverables, and additional deliverables may be negotiated or provided at the agreement of the Parties.

E. “Tourist Tax Revenues” means any legally available tourist tax revenues levied and collected by the County pursuant to Section 125.0104, Florida Statutes, for capital funding of the Project in accordance with the County's Tourist Development Plan.

3. TERM. The term of this Agreement will commence on the date executed by the County, below (“effective date”) and continue in full force and effect for three (3) years ("Term"), unless otherwise terminated as provided herein.

4. CONDITIONS PRECEDENT TO CAPITAL PROJECT FUNDING. The disbursement of, and any continued funding for the Capital Project herein, is subject to the following conditions precedent during the Term:

A. Organization continues to own and operate Capital Project improvements.

B. Organization provides the Tourism Promotion Benefits to the County as described in Exhibit B.

C. Florida law and The Plan continue to authorize tourist tax revenues to be expended for such capital improvements.

D. The Commencement Date occurs no later than _____ and the Capital Project is completed no later than _____ unless an extension of either date is expressly agreed to in writing by the County.

E. Any and all match requirements, as applicable, have been met. For projects requiring matching funds, match funds must be maintained, and County must be notified immediately if those match funds are lost or become unavailable.

F. Any and all private funds utilized in a capital project funded herein, must be expended first before County funds are expended on the Capital Project, unless an alternate arrangement is expressly agreed to in writing by the County.

5. COUNTY'S RESPONSIBILITIES.

A. Upon the Organization providing any documentation establishing satisfaction of the conditions precedent as required in Section 4, the County agrees to pay the Capital Project Funds in the sum of not to exceed _____ ($_____) in total or for any one fiscal year, from legally available Tourist Tax Revenues and from no other revenue source of the County ("Capital Project Funds"), payable as follows:

B. Reimbursement Payment will be made in a lump sum upon completion of the Capital Project and compliance with all conditions precedent in this Agreement.

C. To request a Reimbursement Payment, the Organization must submit a written payment request to VisitSPC at the address set out in Section 12.A., with such documentation as reasonably required herein or subsequently requested by the VisitSPC Director. At a minimum, the payment request must include documentation detailing:
   i. The work completed that the Organization is seeking reimbursement for;
   ii. Proof of payment for the work to any contractor/vendors used by the Organization;
   iii. Confirmation that matching funds have been expended for the amount to be reimbursed;
   iv. Certification from either the contractor, design professional, or the Organization certifying the work has been completed and paid for before submittal of the payment request.

D. The County's contributions of Capital Project Funds will in no event exceed any amount agreed to herein and any and all excess Project costs are the sole responsibility of the Organization. Capital Projects Funds will only be available to reimburse expenses incurred after the signing of the Agreement, and only for those uses of Tourist Tax Revenues authorized by Florida Statutes.

E. The Parties agree that the final determination of whether an expenditure is an authorized use of Tourist Tax Revenues will be made by the County. Engineering and design costs are not reimbursable expenses. Fixtures, furniture, or equipment that are not permanently fastened or integrated into the real estate so that removal would cause material damage do not constitute part of the "capital improvement" and costs related to those items are not reimbursable expenses.

6. ORGANIZATION RESPONSIBILITIES. During the Term of this Agreement, the Organization will:

A. Manage, supervise, oversee, pay all costs and expenses related to, and be solely responsible for completing the Project including, but not limited to securing all permits and approvals required for the Project, contracting and/or subcontracting with all third parties necessary to complete the Project, and operate the project/facility.

B. Utilize all commercially reasonable efforts to complete Project by the date set out in Section 4.D., but in any event, no later than the term of this agreement.

C. Notify County of any project cost savings or changes in scope of work that reduces Project costs as described in Exhibit A, which will result in a reduction of the County's contribution on a pro rata basis. Organization may elect to increase the Project budget set out in Exhibit A or any component or part thereof with notice to the County, and Organization will be solely responsible for such additional costs and expenses, including any cost overruns on the Project.

D. Provide the Tourism Promotion Benefits to the County as described in Exhibit B.

E. Cooperate with VisitSPC as requested to market Pinellas County Tourism.

F. Secure and maintain property insurance on the Capital Project, during the construction phase of the Capital Project as well as completion of the same in form and amount deemed adequate by the County to cover perils including but not limited to fire, explosion, windstorm, and flood. Insurance amounts contemplated herein must be maintained on the real property capital improvement; insurance amounts on non-capital fixtures or contents will not count toward the insurance requirements. Insurance in the amount of at least ninety percent (90%) of the replacement cost value will be deemed adequate unless another amount is approved in writing by the County Administrator or their designee. Builders Risk insurance is required in an amount equal to Guaranteed Maximum Price of construction or the total estimated cost to the Organization as indicated in their funding application. Policies will name COUNTY as additional insured and loss payee. In the event of an insurable loss to the Capital Project for which the Organization uses insurance funds to rebuild the Capital Project, the County will surrender any insurance proceeds and/or loss payee rights to the Organization. Should the Organization not rebuild the Capital Project, the County will be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the Repayment Amount. A certificate of evidence of property insurance will be sent to Pinellas County Risk Management Department at insurancecerts@pinellas.gov. This subsection will survive the expiry or early termination of this Agreement.

G. In the event the Capital Project herein is not completed the Organization will be responsible to pay the County the Repayment Amount. This subsection will survive the expiry or early termination of this Agreement.

H. Upon completion of the Capital Project herein, secure and maintain property insurance in form and amount deemed adequate by the County to cover perils including but not limited to fire, explosion, windstorm, and flood. Insurance in the amount of at least ninety percent (90%) of the replacement cost value will be deemed adequate unless another amount is approved in

writing by the County Administrator or their designee. Policies will name County as additional insured and loss payee. In the event of an insurable loss to the Capital Project for which the Organization uses insurance funds to rebuild the Capital Project, the County will surrender any insurance proceeds and/or loss payee rights to the Organization. Should the Organization not rebuild the Capital Project, the County will be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the Repayment Amount. A certificate of evidence of property insurance will be sent to Pinellas County Risk Management Department at insurancecerts@pinellas.gov. This subsection will survive the expiry or early termination of this Agreement.

7. DEFAULTS AND REMEDIES.

A. Events of Default. Each of the following constitutes an event of default (each, an "Event of Default") hereunder:

1. A breach by the Organization of any material term, covenant, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof has been given to Organization except for a breach of those provisions described in subsection 4, 5 or 6 below, which will entitle the County to immediately exercise the available remedies;

2. Organization voluntary filing of or consent to a petition under any bankruptcy, insolvency, or reorganization law, failure to secure the dismissal of an involuntary bankruptcy petition within 60 days of filing, or a determination by a court of competent jurisdiction that is insolvent and unable to pay its debts when due;

3. A payment request containing a material misrepresentation;

4. Organization having ceased operations of the Capital Project/ tourism facility during the Term;

5. The tourist tax revenues are no longer legally available to pay this obligation, as a result of circumstances including but not limited to repeal or expiration of the tourist tax as provided by law, change in the law or Plan, or if the tourist tax is no longer available for whatever reason.

6. Organization fails to provide the Tourism Promotion Benefits for the term as described in Exhibit B.

7. Organization fails to pay taxes and/or assessments, if any.

B. Remedies. Upon or at any time after the occurrence of an Event of Default which has not been cured if authorized herein:

1. The County may withhold, temporarily or permanently, any or all unpaid portion of the Capital Project Funds and/or may terminate this Agreement by giving fifteen (15) calendar days' notice to the Organization. If permanently terminated, the County will then have no further funding obligation under this Agreement;

2. If the County has paid any Capital Project Funds, the Organization will repay to the County all Capital Project Funds received by it for the Project prior to the non-cured default;

3. Additionally, the County may exercise any right, power, or remedy as provided in law or equity.

C. No consent or waiver, express or implied, by the County to or of any breach or default by the Organization in the performance of its obligations under this Agreement will constitute a consent to or waiver of any similar breach or default by the Organization. The failure of the County to complain of any act or omission to act by the Organization or to declare the Organization in default, irrespective of how long such failure continues, will not constitute a waiver by the County of its rights under this Agreement.

8. COMPLIANCE WITH LAWS. The Parties will comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue including but not limited to applicable public records laws. The Organization makes the following attestations:

a) Human Trafficking. As required by Section 787.06(13), Florida Statutes, the undersigned attests under penalty of perjury that Organization does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Signor attests that they are authorized to make this attestation on behalf of Organization.

b) Diversity, Equity, & Inclusion (DEI). As required by Section 287.139, Florida Statutes, if this Agreement is executed or renewed after January 1, 2027, Organization certifies that the Organization does not, and will not, use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1).

9. INDEMNIFICATION. Organization will, to the extent permitted by law, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, officers and employees from all damages, suits, actions or claims 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 construction or operation of the Project herein or its performance under the Agreement; or on account of any act or omission, neglect or misconduct of the Organization, its agents, officers, employees, contractors, subcontractors; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or by, or on account of, any claim or amounts received under the Workers' Compensation Law or of any other laws, by-laws, ordinance, order or decree.

10. DUE AUTHORITY. Each party to this Agreement represents and warrants to the other party that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

11. ASSIGNMENT. No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

12. NOTICES.

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party will be in writing and will be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) or emailed to the authorized representative of the recipient provided below:

TO THE COUNTY:	TO THE ORGANIZATION:
Brian Lowack, President & CEO Visit St. Pete-Clearwater 8200 Bryan Dairy Rd., Suite 200 Largo, FL 33777 BLowack@VisitSPC.com	

B. Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change will become effective upon receipt by the non-changing party of the written notice of change.

13. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a duly executed written modification to this Agreement.

14. GOVERNING LAW. This Agreement will be construed in accordance with the Laws of the State of Florida.

15. JURISDICTION AND VENUE. Venue for any action brought in state court will be in Pinellas County, Clearwater Division. Venue for any action brought in federal court will be in the Middle District of Florida, Tampa Division, unless a division will be created in Pinellas County, in which case the action will be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. BINDING EFFECT. This Agreement will inure to the benefit of and be binding upon the Parties' respective successors and assigns.

17. NO THIRD-PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

19. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by County and reviewed by the Organization and its professional advisors. The Parties

and their professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of, or against either Party merely because of their efforts in preparing it.

20. DOCUMENTS COMPRISING AGREEMENT & ENTIRE AGREEMENT. This Agreement consists of this Capital Funding Project Agreement and the following Exhibits, which are attached hereto and incorporated herein by reference:

Exhibit A: Capital Project Scope of Work
Exhibit B: Tourism Promotion Benefits
Exhibit C: The 2026 Capital Projects Funding Program Guidelines

In the event of a conflict between this Capital Funding Project Agreement and the referenced Exhibits, the Capital Funding Project Agreement will supersede over the Exhibits, and the Exhibits in their listed order will supersede over the succeeding Exhibits.

This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement or amendment executed by the Parties.

21. SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

22. FUNDING OBLIGATION. This Capital Project Funding Agreement is not a general obligation of the County. It is understood by Organization that neither this Agreement nor any representation by any County employee or official creates any obligation to appropriate or make funds available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the County, or any department thereof, beyond the funding budgeted and available for the purposes of this Agreement in the County's fiscal year. If funds are not appropriated by the County for any reason for any or all of this Agreement, the County will notify Organization in writing and upon transmission of this notice, this Agreement, and all rights and obligations contained therein will terminate without liability or penalty to the County. Notwithstanding the foregoing, the County will not be prohibited from pledging any legally available Tourist Development Taxes for any obligations incurred before or after the effective date of Agreement, which pledge will be prior and superior to any obligation of the County pursuant to this Agreement.

23. INDEPENDENT CAPACITY.

A. The Parties agree that the Organization, its officers, agents, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. Organization agrees to take such steps as may be necessary to ensure that any third-party Organization contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County.

B. Organization has no authority to pledge, and will not attempt to pledge, the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

24. DAMAGES. In no event will either Party be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this funding agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in Section 9 herein.

25. PUBLIC RECORDS. Organization acknowledges that information and data relating to this Agreement may be public records in accordance with Chapter 119, Florida Statutes. Organization agrees that if applicable it will implement policies and procedures to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws and regulations. Notwithstanding any other provision of this Agreement relating to compensation, Organization agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes for locating and producing public records associated with this Agreement.

26. RIGHT TO AUDIT.

A. All of the Organization records related to this Agreement will be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Organization pursuant to the execution of the Agreement. Such records will include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify costs as they may apply to costs associated with this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations, the County will have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Organization for performance under this Agreement. The Organization hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The County will have access to the Organization's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

27. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement and attachments hereto that specify a time for performance; provided, however, that the foregoing will not be construed to limit a Party's grace period allowed herein.

28. SURVIVAL. The terms and obligations of the following Sections of this Agreement will survive the termination of the Agreement: 6(H) (Organization Responsibilities - Insurance), 7 (Defaults & Remedies), 9 (Indemnification), 22 (Funding Obligation), 24 (Damages), 25 (Public Records), and 26 (Right to Audit).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

PINELLAS COUNTY, FLORIDA,
by and through its
Board of County Commissioners

By: _____
Chair

LEGAL NAME OF ORGANIZATION

By: _____

Printed Name: _____

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

Exhibit A
Capital Project Scope of Work

Exhibit B

Tourism Promotion Benefits

To ensure alignment with the County's strategic goals and to support the overall success of funded projects, this program includes a set of curated deliverables that are largely non-negotiable.

These deliverables were carefully developed to:

- Ensure we can collectively meet program objectives,
- Enable effective marketing and storytelling around the impact of the grant,
- Provide consistent, high-quality data that supports your facility's success and the County's reporting requirements.

Applicants should not propose alternative deliverables unless there is a clear and compelling reason why a specific deliverable cannot be met (e.g., a particular tool, platform, or capability is unavailable). In such cases, applicants may propose a substitute, with explanation, for County review.

However, applicants are encouraged to suggest additional benefits (Section C:17) or creative enhancements that go beyond the required deliverables and would further support the success of their project. These will be considered as value-added components, of mutual benefit to help both entities to market the Capital Project.

This structure is designed to:

- Prevent unnecessary work on both ends,
- Maintain consistency across all funded partners, and
- Maximize the visibility and effectiveness of your efforts.

We appreciate your attention to this framework and your partnership in making this program impactful, efficient, and successful for all involved.

I) Marketing & Advertising Benefits:

a. Facility to collaborate with VisitSPC on joint marketing campaigns and activities through social media, advertising, direct sales, public relations and/or other programs as mutually determined by the parties.

b. FACILTY to include in its capital campaign materials acknowledgment of funding from Pinellas County, through the Tourist Development Tax.

c. During construction, VisitSPC will have the ability to place external signage.

2) PR & Event Benefits:

a. FACILTY to collaborate with VisitSPC on media tours and influencer opportunities by hosting press/influencers.

b. FACILTY to collaborate with VisitSPC on both in-market and out-of-market brand activations and media tours, as mutually determined by the parties.

c. FACILTY to provide collateral to be used by VisitSPC at tradeshows/events to promote and drive interest to the destination.

d. FACILTY to include VisitSPC, in a mutually agreed upon manner, on all FACILTY press releases related to the new building and in media kits.

3) Digital Communications Benefits:

a. Branding & Content: FACILTY to include VisitSPC branding, content and links on FACILTY website and/or other digital platforms as appropriate, in a manner to be mutually agreed upon. This may include, but not be limited to, an "about our area" section across FACILTY digital platforms and a "where to stay" section, backlink or embedded widget to VisitSPC booking software/places to stay section.

b. Data Sharing: (i) VisitSPC to provide an Adara Software Development Kit ("SDK") for facility to implement onto its website to understand the customer/visitor journey. Data can be shared with facility to provide insights. (ii) FACILTY to upload annually a customer record file to Adara Consortium Catalog. Customer records will not be accessible to VisitSPC or Adara and personal identifiable data should never be emailed. VisitSPC will provide a file upload link and data will be anonymized and encrypted. Customer records will be matched across the data consortium to profiles to gain holistic view of customer journey.

4) Onsite (at FACILTY) Benefits:

a. Permanent signage at/near guest-entrance of FACILTY acknowledging VisitSPC's capital funding contribution, by including message "From Visitors with Love" or similar. Signage will be provided by VisitSPC.

b. Use of mutually agreed upon event space up to two (2) times per year for VisitSPC and 25% off rental for any additional uses (food and beverage not included)

c. Access to FACILTY for VisitSPC's onsite survey team to collect tourism related data. VisitSPC is responsible for questionnaire and related resources.

5) Additional Benefits:

a. Twenty-Five (25) general admission tickets to FACILTY per year for promotional tourist offers. Tickets may be used by VisitSPC to promote tourism, including but not limited to use across VisitSPC's social media channels for giveaways. Content to be provided by VisitSPC and approved by FACILTY.

b. FACILTY must participate in the FunShine Savings Passport (or similar) and provide a 727 Day special for VisitSPC to promote on their channels. FunShine Savings Passport and 727 Day are promotional community events coordinated or sponsored by VisitSPC, which events have been explained to FACILTY.

c. When attending any out of market events/tradeshows, FACILTY will include VisitSPC branding, literature, swag, or other materials as part of their Exhibit to the extent appropriate based on the venue and will notify VisitSPC in advance within a reasonable time to determine whether there is the opportunity for additional collaboration consistent with the terms and spirit of this Agreement. FACILTY will not unreasonably decline any proposed collaboration.

d. VisitSPC will work with FACILTY to develop meeting incentives to drive group business from hotels.

e. Fam Tours brought by VisitSPC will be given free admission, in addition tour led by a member of FACILTY staff can be requested and will be honored if available.

6) Other:

a. FACILTY to provide annual reporting to VisitSPC on the marketing and/or sponsorship benefits provided.

b. FACILTY and VisitSPC to meet annually to review effectiveness of marketing and/or sponsorship benefits and, if VisitSPC or FACILTY is of the reasonable opinion that a particular marketing and/or sponsorship benefit is outdated and/or not performing as expected and/or is no longer of equivalent value for the purposes of promoting Pinellas County as a tourist destination, VisitSPC and FACILTY shall mutually agree on modifications to that specific benefit.

c. VisitSPC has the ability to install visitor tracking devices to measure foot traffic and/or visitor analytics.

d. FACILTY should promote overnight stays at the point of booking and/or website.

e. A parking permit/dedicated parking spaces, or equivalent parking access for parking up to five (5) when needed for VisitSPC purposes.

Music Venues Only: Talent & Crew should be encouraged to stay in Pinellas County hotels.

A pre-show announcement to run for one year post renovation to be mutually agreed upon that funding for the new building was provided with visitor dollars.

Exhibit C

The 2026 Capital Projects Funding Program Guidelines