



HITS, Inc. • 319 Main Street • Saugerties, NY 12477

To: Sandra Wilson
Ocala City Manager
110 SE Watula Avenue
Ocala, FL 34471

From: Scott Reynolds
Corporate Sponsorship

Re: 2022 Sponsorship Agreement

Date: January 7, 2022

It is my pleasure to propose the following Sponsorship Agreement between HITS, Inc. ("HITS") and The City of Ocala through Ocala Electric ("The City of Ocala/ Ocala Electric Utility") with regards to sponsorship of HITS Horse Show events.

HITS Winter Circuits 2021/2022:

HITS Ocala HolidaySeries 2021*
HITS Ocala Winter Circuit 2022*

The City of Ocala will receive:

TITLE SPONSORSHIP

The City of Ocala/ Ocala Electric Utility will be designated the title sponsor of

The Ocala Electric Utility Grand Prix held during Week V of the HITS Ocala Winter Circuit

The City of Ocala/ Ocala Electric Utility's designation as the title sponsor will be referred to in all HITS publications, media releases, announcements, standings and results relating to The Ocala Electric Utility Grand Prix at the Ocala Winter Circuit 2022.

PARTICIPATION IN PRESENTATION OF AWARDS

If available, a representative of The City of Ocala/ Ocala Electric Utility may participate in the presentation of the awards for the Ocala Electric Utility Grand Prix.

RING CREW APPAREL

The City of Ocala/ Ocala Electric Utility may provide apparel (e.g., shirts and caps) with the Ocala Electric Utility logo to be worn by the ring and gate crew during the Ocala Electric Utility Grand Prix.

CUSTOM JUMP

The City of Ocala/ Ocala Electric Utility may provide HITS with a custom jump for placement in the Grand Prix Stadium arena at all sponsored venues. The jump will be incorporated into the course subject to the course designer's discretion. All costs, including but not limited to, construction, shipping and maintenance of the jump, will be absorbed by The City of Ocala/ Ocala Electric Utility.

SIGNAGE

The City of Ocala/ Ocala Electric Utility may supply four (4) 3' x 8' vinyl banners to be displayed in high-visibility locations at HITS Ocala. The Ocala Electric Utility banners must be 3' x 8' in order to be displayed at the shows.

The City of Ocala/ Ocala Electric Utility may display one (1) 30" X 96" rigid sign containing its logo in the Grand Prix Arena. Signage in these rings is limited in order to enhance sponsors' branding opportunities.

The City of Ocala/ Ocala Electric Utility may supply an additional 10-20 Vinyl banners to line the VIP driveway entrance coming off of country road 326. The Ocala Electric Utility banners must be 3' x 8' in order to be displayed at the shows.

HITS will arrange for the installation of all signage. It is understood and agreed that The City of Ocala may need to replace the banners due to general wear and tear.

PRIZE LIST ADVERTISEMENT

The City of Ocala/ Ocala Electric Utility will receive a complimentary full-page, four color advertisement in the 2022 Official Show Prize Lists for the Ocala Winter Circuit. Artwork conforming to the attached specifications for the prize lists must be received by ads@HitsShows.com (cc: Scott@HitsShows.com).

VIP SEATING

The City of Ocala/ Ocala Electric Utility will receive a complimentary table seating eight (8) at the 2021 HITS Ocala Winter Circuit. Advance notice of attendance is required at least one week prior to any intended attendance date.

E-MAIL BLAST

The City of Ocala/ Ocala Electric Utility may provide HITS with one (1) e-mail blast in .pdf, .jpg, or .html format to be released by HITS in the form of an e-mail blast during the HITS Ocala Circuit.

Social Media

HITS will promote The City of Ocala/ Ocala Electric Utility with one (1) social media post to be released by HITS on Instagram and Facebook during the HITS Ocala Circuit.

MAIL LIST ACCESS

The City of Ocala may have access to the entire HITS mail list one (1) time during the term of this Agreement through a mutually agreed upon mail house. The City of Ocala/ Ocala Electric Utility will have the opportunity to send its mail list to the mutually agreed upon mail house to compare against the HITS list and mail to the non-duplicated names. The material mailed must first be approved by HITS. All costs associated with this mailing will be assumed by The City of Ocala/ Ocala

Electric Utility. The details of the mail sort will be coordinated between a representative of The City of Ocala/ Ocala Electric Utility and the mail house.

DISTRIBUTION OF PROMOTIONAL MATERIAL

The City of Ocala/ Ocala Electric Utility may provide literature for distribution in the Horse Show Office and other high-traffic areas during the above-listed HITS Horse Shows. Approximately 250 promotional pieces will be needed for distribution at HITS Post Time Farm.

PUBLIC ADDRESS ANNOUNCEMENTS

The City of Ocala/ Ocala Electric Utility will receive a minimum of two (2) public address announcements each day throughout the entirety of the above-listed HITS Horse Shows.

Text for the public address announcements for the winter circuits must be received electronically in a Microsoft Word file by Scott@HitsShows.com.

WEBSITE

The City of Ocala/ Ocala Electric Utility will be listed on the sponsorship page of the HITS website: www.HitsShows.com.

SCOREBOARD DISPLAYS

The City of Ocala/ Ocala Electric Utility will receive displays of its logo on the Official HITS Scoreboard during the Grand Prix events.

SCOREBOARD BRANDING

The City of Ocala/ Ocala Electric Utility has the opportunity to supply branding signage to HITS to be displayed around the score board for the week of The City of Ocala/ Ocala Electric Utility Grand Prix, week 5 of HITS Ocala Winter Circuit.

ACCESS TO HITS LOGO

The City of Ocala/ Ocala Electric Utility may display the HITS logo with a link to the HITS website on The City of Ocala/ Ocala Electric Utility website. Additionally, The City of Ocala/ Ocala Electric Utility may display the HITS logo on any or all promotional materials, subject to HITS approval.

TERM OF AGREEMENT

This Sponsorship Agreement shall have the Effective Date of the signing of both parties hereto and continue through March 31, 2022.

HITS will receive:

SPONSORSHIP FEE

In consideration of the above-listed amenities, The City of Ocala/ Ocala Electric Utility will pay HITS, Inc. a total sponsorship fee of \$25,000. This fee is payable in accordance with the following schedule:

\$25,000 due by February 1, 2022

General Provisions:

MANAGEMENT DISCRETION

Specific Circuit Schedules, Dates and Classes offered are subject to HITS management discretion. A representative of HITS will notify The City of Ocala/ Ocala Electric Utility of any changes that affect the term of this Agreement.

FORCE MAJEURE

Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labor problems; provided the party claiming force majeure promptly notifies the other party, to the extent possible based on natural conditions that comprise the force majeure, of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond thirty (30) days, or such shorter time period as may be reasonably agreed upon by both parties under the circumstances, either party may terminate this Agreement, and the parties will meet to determine when and how either party will "make good" on any services not yet delivered.

TRADEMARKS

HITS and The City of Ocala/ Ocala Electric Utility acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property ("Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

Each party hereto grants to the other a nonexclusive, non-transferable license to use its Marks during the term of this Agreement and subject to the terms and conditions of this Agreement herein set forth, solely in connection with advertising and promoting any event or activity incidental hereto.

INDEMNIFICATION

~~Each party (the "Indemnifying Party") will indemnify and defend and hold the other (the "Indemnified Party") harmless against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) resulting from any third party claims made or suits brought against the Indemnified Party that arise from the Indemnifying Party's breach of its representations, warranties or agreements contained herein, or from the Indemnifying Party's negligent or intentional acts or omissions; provided however that the Indemnifying Party shall not be obligated to indemnify the Indemnified Party to the extent of any damages, losses, expenses or other amounts it suffered as a result of the Indemnified Party's own negligent or intentional acts.~~

BINDING EFFECTS

This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both parties. This Agreement binds and benefits the parties and their successors and assigns, but may not be assigned without prior written consent of the non-assigning party. The City of Ocala/ Ocala Electric Utility shall have, however, the right to assign its rights under this Agreement to a successor entity, majority owned subsidiary, other affiliated The City of Ocala/ Ocala Electric Utility, or other entity in any corporate reorganization, or to the purchaser of the assets or stock of the business to which this Agreement is applicable, provided that the Assignee assumes all of the Assignor's obligations hereunder. All parties WAIVE the right to a jury trial on all matters arising out of or relating to the construction, performance or breach of this Agreement. The prevailing party in any dispute shall be entitled to recover from the other party its reasonable attorney's fees and costs.

SEVERABILITY

If for any reason any of the terms of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid and unenforceable, the validity of the remainder of the terms contained in this Agreement shall not be affected and the invalid and unenforceable terms shall be deemed modified to the minimum extent necessary to make those terms consistent with applicable law and, in its modified form, those terms shall then be enforceable.

APPLICABLE LAW

This Agreement shall be construed and governed in accordance with the laws of the State of ~~New York~~. Florida

SIGNATURES

By signing below, both individuals are indicating that they have the legal authority to sign on behalf of the respective corporations that are a party to this Sponsorship Agreement and that both corporations are in agreement with the terms of this Sponsorship Agreement. This Agreement may be executed in multiple counterparts. A facsimile or electronic copy of this Sponsorship Agreement bearing the signature of a Party hereto shall be sufficient to bind such Party to the terms of the Agreement.

Accepted and agreed:

HITS, LLC.

By: _____

Thomas G. Struzzieri, President Date

The City of Ocala/ Ocala Electric Utility

By: *Sandra Wilson* 01 / 31 / 2022

Sandra Wilson, Ocala City Manager Date

Robert W. Batsel, Jr.



TITLE	FOR SIGNATURES - 2022 Sponsorship Agreement - HITS, Inc.
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01 / 18 / 2022
13:41:08 UTC-5

Sent for signature to Robert Batsel, Jr.
(rbatsel@lawyersocala.com) and Sandra Wilson
(swilson@ocalafl.org) from drobinson@ocalafl.org
IP: 68.202.183.1



01 / 31 / 2022
13:30:58 UTC-5

Viewed by Robert Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 31 / 2022
13:31:54 UTC-5

Signed by Robert Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 31 / 2022
13:32:39 UTC-5

Viewed by Sandra Wilson (swilson@ocalafl.org)
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01 / 31 / 2022
13:32:58 UTC-5

Signed by Sandra Wilson (swilson@ocalafl.org)
IP: 216.255.240.104



COMPLETED

01 / 31 / 2022
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The document has been completed.