



## SPONSORSHIP AGREEMENT

This agreement is made on the 16th day of June, 2015, between City of Ocala (City) and **The Junior League of Ocala, Florida, Inc. (FEI/EIN 592264924)** (Sponsor).

### RECITALS

The Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsors Business Activities) and, at the request of the City of Ocala, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

#### 1. TERM

The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of the Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

#### 2. SPONSORSHIP FEE/PRODUCT

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the City of Ocala, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in item 4(b) of the schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that item.
- 2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the City of Ocala under this Agreement.
- 2.3 The City of Ocala shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).

#### 3. SPONSORSHIP RIGHTS

- 3.1 The City of Ocala grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional materials produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall be subject to approved by the City of Ocala.
- 3.3 The City of Ocala shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

#### **4. USE OF SPONSORS NAME AND/OR LOGO**

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by the City of Ocala in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.

#### **5. USE OF THE CITY OF OCALA'S NAME AND/OR LOGO**

- 5.1 All event/program advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the City of Ocala in a manner agreed to by both parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the City of Ocala name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

#### **6. BREACH AND TERMINATION**

- 6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 6.2 The City of Ocala may terminate the Agreement immediately if any of the following events occur:
  - 6.2.1 The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Ocala policy.
  - 6.2.2 The City of Ocala determines that for whatever reason it no longer desires to use the Sponsorship Fee/Product or be associated with the Sponsor.
- 6.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.
- 6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

#### **7. NOTICES**

- 7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City of Ocala at the following address:

Kathy Crile, Director  
City of Ocala, Recreation and Parks  
828 NE 8<sup>th</sup> Avenue  
Ocala, FL 34470

and to the Sponsor at the address and FAX number referred to in Item 2 of the Schedule.

- 7.2 A notice forwarded by FAX shall be deemed to be received by the addressee when recorded on the transmission result report as being a complete transmission.

## **8. AMENDMENTS TO AGREEMENT**

Any amendments to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

## **9. ASSIGNMENT**

Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

## **10. EQUITY OF TREATMENT**

The Sponsor shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin.

## **11. INDEMNIFICATION**

The Sponsor agrees to indemnify and save harmless, the City of Ocala, its elected officials, employees, agents, volunteers and assigns from and against all liabilities, damages, claims, demands, losses, costs and expenses, including attorneys' fees which may be asserted against City or its elected officials, employees, agents, volunteers and assigns, arising out of or in connection to this agreement. Sponsor's grant of indemnity to City hereby survives expiration of this agreement.

## **12. MISCELLANEOUS**

12.1 The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

12.2 Relationship of parties. Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Sponsor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Sponsor, as City is and shall remain an independent contractor by reason of this Agreement.

## **13. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.



EXECUTED by the parties on the date first written above this Agreement.

CITY OF OCALA, a Florida Municipal Corporation

Jay A. Musleh

Jay A. Musleh  
City Council President

ATTEST:

Angel B. Jacobs

Angel B. Jacobs  
City Clerk

Approved as to form and legality:

Patrick G. Gilligan

Patrick G. Gilligan  
City Attorney

SPONSOR: (The Junior League of Ocala, Florida)

By: Sara Cone Fitzpatrick

Name: Sara Cone Fitzpatrick  
(Print or Type)

Title: President

Witness: Katherine Stewart

Name: Katherine Stewart  
(Print or Type)

Witness: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)



ACCEPTED BY CITY COUNCIL

June 16, 2015

DATE

OFFICE OF THE CITY CLERK



## SCHEDULE

### 1. NAME OF SPONSOR

*The Junior League of Ocala, Florida, Inc. (FEI/EIN 592264924)*

### 2. ADDRESS OF SPONSOR

*P O BOX 5954  
OCALA, FL 34478*

### 3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

*The mission of the Junior League of Ocala, Florida is to promote volunteerism, develop the potential of women and improve communities through the effective action and leadership of trained volunteers. Our organization is exclusively charitable and educational.*

### 4. DETAILS OF SPONSORSHIP

#### (a) Sponsored Activity

*The Junior League of Ocala, Florida will partner with the City of Ocala to sponsor the development of pavilions and play equipment in Ocala parks on a 50/50 basis.*

#### (b) Sponsorship Rationale

*The Junior League of Ocala, Florida at the January 20, 2015 meeting of the members, voted to approve the City of Ocala playground project as the organization's community impact project over the next four years. The sponsorship will support 50% of the cost of a family pavilion at Scott Springs as well as 50% of the cost of play equipment in neighborhood parks for purposes of providing enhanced access to play for Ocala's families.*

*It is anticipated that the City of Ocala will match the Junior League of Ocala's sponsorship on a dollar for dollar basis. The City of Ocala may provide the match either by self funding it; securing other sponsors; grant funds or any other funding that the City is able to identify and secure for this purpose.*

#### (c) Sponsorship Fee

*The sponsor is committed to providing \$40,000 in sponsorship funding by May 30, 2019. It is anticipated that funds will be utilized for a family pavilion at Scott Springs; and play equipment at three neighborhood parks including Edgewood (SE), Marimere (NW), and one other park to be mutually agreed upon by the parties. The anticipated schedule of payments is as shown below; however, the parties maintain the right to revise this schedule upon mutual consent of the parties based on funding availability by the sponsor and/or the City to match sponsor funds.*

<i>By September 30, 2015</i>	<i>\$15,000</i>
<i>By September 30, 2016</i>	<i>\$7,500</i>
<i>By September 30, 2017</i>	<i>\$10,000</i>
<i>By September 30, 2018</i>	<i>\$7,500</i>

(d) Sponsorship Product/Services

*The Junior League of Ocala welcomes opportunities for our members to assist with projects funded through this sponsorship (i.e. community build playground projects, etc.)*

(e) Term of Sponsorship

*June 2015 through May 30, 2019. It is anticipated that all park amenities anticipated by this agreement will be completed by May 30, 2019.*

**5. RIGHTS OF SPONSOR**

*There is no anticipated conveyance of rights conferred to the sponsor as part of this agreement.*

**6. RECOGNITION OF SPONSOR**

*The City of Ocala agrees to recognize the Junior League of Ocala's contribution to the community with signage at the parks for which funding is provided through the sponsorship as well as on the Recreation and Parks Department's website and through social media announcements related to the sponsored projects.*