



SPONSORSHIP AGREEMENT

This agreement is made by and between City of Ocala (City) and **Florida Hospital Ocala d/b/a Advent Health Ocala (FEI/EIN: 82-4372339)** (Sponsor).

RECITALS

Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's 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(e) 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, 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(c/d) 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 under this Agreement.
- 2.3 The City 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(b) of the Schedule (Sponsorship Rationale).

3. SPONSORSHIP RIGHTS

- 3.1 The City 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 Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall be subject to approval by the City.
- 3.3 The City shall, whenever the Sponsored Activity is publicized, acknowledge Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by City in respect of the Sponsored Activity shall acknowledge 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 Sponsor in respect of the Sponsored Activity shall acknowledge the City in a manner agreed to by both parties.
- 5.2 Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the City's 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 City may terminate the Agreement immediately if any of the following events occur:
 - 6.2.1 Sponsor's business operations or the business or activities of any associated company are contrary to any City policy.
 - 6.2.2 City determines that for whatever reason it no longer desires to use the Sponsorship Fee/Product or be associated with Sponsor.
- 6.3 If this Agreement is terminated, 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 at the following addresses:

Preston Pooser, Director
City of Ocala, Recreation and Parks
828 NE 8th Avenue
Ocala, Florida 34470

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471

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

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

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

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 01 / 28 / 2022.

CITY OF OCALA

Preston Pooser
Preston Pooser
Recreation and Parks Director
(Pursuant to City Council Resolution 2015-22)

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

SPONSOR: (AdventHealth Ocala)

By: Natalie McComb

Name: Natalie McComb
(Print or Type)

Title: Marketing Manager, AdventHealth Ocala

By: Joe Johnson

Name: Joe Johnson
(Print or Type)

Title: President & CEO, AdventHealth Ocala



SCHEDULE

1. NAME OF SPONSOR

Advent Health Ocala

2. ADDRESS OF SPONSOR

1500 SW First Ave Ocala, FL 34471

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

AdventHealth Ocala, formerly Munroe Regional Medical Center, is a Joint Commission accredited 425-bed acute care hospital serving Ocala, Marion County, and the surrounding area. AdventHealth Ocala offers 24/7 Emergency Care, Diagnostic Testing, Inpatient and Outpatient Surgery, Women's Services including Labor and Delivery, a Level II NICU, Bariatric Weight Loss Surgery, and Inpatient and Outpatient Therapy.

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity

Hoopz League & Future Stars Basketball Leagues

(b) Sponsorship Rationale

As a healthcare provider, it is recognized that youth sports programs increase physical wellness in participants while also decreasing the likelihood of engaging in harmful social and/or physical behaviors.

(c) Sponsorship Fee

\$3,000.00 – Three thousand dollars.

(d) Sponsorship Product/Services

N/A

(e) Term of Sponsorship

1/01/2022 – 12/31/2022

5. RIGHTS OF SPONSOR

The Sponsor is permitted to promote its services during the program seasons for which it has provided sponsorship funds. (Hoopz League and Future Stars Basketball)

6. RECOGNITION OF SPONSOR

The Sponsor's name and logo shall be on team jerseys as well as on hanging banners for the duration of the program seasons. Sponsor shall also be recognized on social media during program advertising and with an e-mail blast to parents during each program season. The Sponsor will also provide a mobile wellness vehicle at least twice during the program season for recognition and provision of services.

- Prominent logo inclusion on the front, back or sleeve of the *Hoopz League/Future Stars* program jerseys for twelve (12) teams. The Sponsor logo may be full color or one-color execution. Sponsor shall supply all necessary logos and logo guidelines. The City shall have the shirts screen printed.
- Opportunity for mention/inclusion of AdventHealth product message in any *Hoopz League/Future Stars* league/parent communication. Sponsor will provide materials and messaging language needed.
- Two (2) banners (approximately 4-foot by 8-foot) to be displayed in the ED Croskey gymnasium during the duration of the *Hoopz League/Future Stars* programs. Sponsor shall supply all banners needed. The City shall pick up banners from Sponsor and install the banners before season begins.
- The City shall provide a minimum of two (2) *Hoopz League/Future Stars* program social media posts during the season where the Sponsor is tagged, and Sponsor artwork included in the posts. Sponsor shall provide all artwork materials needed.
- A minimum of two (2) annual email blasts to all *Hoopz League/Future Stars* program parents, if available. Sponsor shall provide email blast template.
- AdventHealth will need proof of performance photos (12 total *Hoopz League/Future Stars* team photos and 2 signage photos). The AdventHealth logo will need to be clearly identified on the shirts for each team sponsored.

TITLE	FOR SIGNATURES - Sponsorship Agreement, Hoops/Future Stars...
FILE NAME	FOR SIGNATURES - ... (REC 211133).pdf
DOCUMENT ID	e9e7d23d9834b46b28704f331fe0e16a88558664
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



01 / 26 / 2022
15:39:33 UTC-5

Sent for signature to Natalie McComb (natalie.mccomb@adventhealth.com), Joe Johnson (joe.johnson@adventhealth.com), Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and Preston Pooser (ppooser@ocalafl.org) from biverson@ocalafl.org
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01 / 27 / 2022
08:50:24 UTC-5

Viewed by Natalie McComb (natalie.mccomb@adventhealth.com)
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01 / 27 / 2022
08:50:59 UTC-5

Signed by Natalie McComb (natalie.mccomb@adventhealth.com)
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01 / 27 / 2022
10:13:14 UTC-5

Viewed by Joe Johnson (joe.johnson@adventhealth.com)
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01 / 27 / 2022
10:59:31 UTC-5

Signed by Joe Johnson (joe.johnson@adventhealth.com)
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TITLE	FOR SIGNATURES - Sponsorship Agreement, Hoops/Future Stars...
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STATUS	• Signed

Document History



01 / 27 / 2022
20:24:44 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 27 / 2022
20:26:10 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 28 / 2022
08:05:15 UTC-5

Viewed by Preston Pooser (ppooser@ocalafl.org)
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01 / 28 / 2022
08:05:34 UTC-5

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01 / 28 / 2022
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The document has been completed.