

**HERNANDO COUNTY
PARK SPONSORSHIP AGREEMENT**

This Agreement made and entered into, by and between Hernando County, a political subdivision of the State of Florida, by and through the Hernando County Parks and Recreation Department, the governing body thereof (hereinafter referred to as the "County"), whose address is 16161 Flight Path Drive, Brooksville, FL 34604, and HCA Florida Oak Hill Hospital, whose address is 11375 Cortez Blvd, Brooksville, FL 34613 (hereinafter referred to as "SPONSOR"). County and Sponsor may be referred to individually as a "party" or collectively as "the parties."

WHEREAS, the County, seeks to create an authorized environment for entering into sponsorship agreements with third parties where such sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable laws, ordinances and policies set by the County; and

WHEREAS, it is the County's intent to solicit sponsors who provide services and/or products to residents of the community and whose product, message or service is consistent with the mission and values of the County; and

WHEREAS, the Sponsor is desirous of partnering with the County and taking advantage of certain exclusive marketing and sponsorship privileges concerning scoreboard advertisement placement at the County Parks (the "Facilities").

WHEREAS, the County is willing to grant certain non-exclusive marketing and sponsorship privileges to the Sponsor for said Facilities, subject to the sponsorship agreement, guidelines and application.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth in this Agreement, the Parties covenant and agree as follows:

Section 1. Grant.

- A. Subject to the terms and conditions set forth below, the County grants to Sponsor the non-exclusive right to right to install the approved advertisement, attached as Exhibit "A" and incorporated as a part of this Agreement, and promote the Sponsor's products and/or services within the space identified on the scoreboard, located in Anderson Snow Sports Complex].

Section 2. Term.

- A. This Agreement shall become effective on the date executed by the County.
- B. This Agreement shall be in effect for five (5) years from the date of the above referenced effective date of the Agreement.
- C. Upon expiration of this Agreement, the Sponsor's advertisement shall be removed and returned to the Advertiser, if possible, unless the right to post advertising is extended by a new written Agreement.

- D. Renewal of this contract is at the discretion of the County and will require the organization to enter into a new agreement if desired.

Section 3. Sponsorship Fee.

- A. In consideration of the rights and benefits provided pursuant to this agreement, Sponsor agrees to pay the County a fee in the amount of Six Thousand Dollars (\$6,000.00) within thirty (30) days of effective date of this agreement.
- B. Upon receipt of full payment, the County will install the Sponsor's approved advertisement on the Park scoreboard.
- C. The Sponsorship fee shall be used for the purchase scoreboards and maintenance thereof in Hernando County parks.

Section 4. Sponsor Obligations/Advertisement Criteria. The Sponsor shall be responsible for the following:

- A. Submit all proposed design, content and artwork in draft to the County, in accordance with the terms of the agreement and related policies.
- B. All submitted advertisement is subject to review by the Department Administrator or designee. Upon the request of the County, Sponsor shall revise, edit or re-submit the proposed design, content or artwork.
- C. All materials to be advertised shall bear the name and contact information of the sponsoring entity.
- D. Sign-off on the final approved advertisement before it is submitted to print.

Section 5. County Obligations. The County shall be responsible for the following:

- A. Upon receipt of a complete application, review submitted application, content and design.
- B. The County may revise, recommend, reject, or omit content as it sees fit on any message that appears on County property.
- C. The County will issue a final approval of the advertisement and submit to the Sponsor for signature/electronic authorization prior to sending it to print.
- D. Subject to payment by the Sponsor, the County shall install the approved advertisement.
- E. Following the installation of the advertising signage, the County shall be responsible for the routine maintenance of the signage, keeping it in good order, repair, and condition from normal wear and tear throughout the term.
- F. The County will ensure the Sponsor logo is not covered with other signage or decorations for any event held at the County Park.

Section 6. Approval of Adverstising Copy.

- A. The design, layout, elevation, configuration, and content of all advertising copy displayed pursuant to this Sponsorship Agreement must be approved in advance and specifically indicated on Exhibit A, attached to this agreement and incorporated herein by reference.
- B. After execution of this Agreement, any purported change, alteration, or modification to the advertising copy, as may be requested by the Sponsor from time to time, will be at the expense of Sponsor and shall be subject to the same County requirements and review process.

Section 7. Retained Rights to Intellectual Propoerty.

- A. By signing this Agreement, Sponsor agrees that its advertisement and any intellectual property contained therein, including without limitation any trademarks, logos, and tradenames ("IP") may be used in marketing and promotional materials by the County.
- B. Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship Agreement, Sponsor grants the County a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Section 8. Prohibitions.

- A. The County's sponsorship program is a limited forum in which the County exercises sole discretion over the eligibility to participate as a sponsor according to the terms of the sponsorship agreement and related guidelines.
- B. The County has full control over the acceptance or rejection of a sponsorship application and full editorial control for the placement, content, and appearance of a Sponsor's message when it appears on County property.
- C. Sponsorship from an organization that is engaged in any of the following activities, or has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the County, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited for advertisement in any County Park:
 - a. False, misleading or deceptive advertising.
 - b. Promotion of the sale or consumption of tobacco or vaping products or depiction of the use of tobacco or vaping products.
 - c. Promotion of the sale or consumption of Alcoholic beverages.
 - d. Promotion in any form of Illegal drugs or drug paraphernalia.

- e. Use of profane language or descriptive material which when taken in form and context is deemed to be unsuitable for or contrary to community standards of appropriateness for governmental use for family publications.
 - f. Depiction of nudity or obscenity as defined by Florida Statutes.
 - g. Depiction of violence or anti-social behavior.
 - h. Promotion in any form of unlawful or illegal goods or services, conduct, behavior, or activities.
 - i. Adult oriented goods including but not limited to adult bookstores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
 - j. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.
- D. All sponsorship advertisement must comply with Federal and State law, County Policies and Ordinances and be consistent with the standards, mission and guidelines set forth by the County.

Section 9. Termination.

- A. The County may terminate this Agreement immediately without prior notice in the event Sponsor breaches any term of condition thereof, and Sponsor shall forfeit any unused portion of the fee.
- B. At its sole discretion, the County may terminate this Agreement without cause, upon a thirty (30) days prior written notice to Sponsor. In the event of termination without cause, the County shall provide a pro-rated refund of monies previously received.
- C. The sponsor may withdraw from the sponsorship agreement prior to the installation of the advertisement. If the sponsor elects to withdraw from the sponsorship agreement, a prorated amount of funds based on the amount of the sponsorship remaining or any unused materials or services will be refunded by the County.

Section 10. Non-Endorsement/No Agency.

- A. Sponsor agrees that all written material, advertisement and items in connection with this Agreement does not imply that Sponsor is endorsed by the County or any of its agents or employees and will not communicate that the County is endorsing Sponsor or its products or services in any way.
- B. Sponsor further agrees that it does not have the right to act on behalf of County in any way as a result of entering into this Agreement or use the County name or likeness in connection with the sponsor's services or products.

- C. The advertiser acknowledges that it does not have the right to use the names, signatures, photographs, or likenesses of the County in connection with any sponsor product or service without the written consent of the County and County Legal.

Section 11. Non-Exclusive.

- A. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the County herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or contractor(s) in other portion(s) of the County Parks and Recreation property and/or County property.

Section 12. Indemnification and Insurance.

- A. The Sponsor agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees, and officers, or any other person whomsoever, or any governmental agency, and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) alleging that the commercial message or sponsorship infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a sponsor's product, arising out of or incident to or in connection with the Sponsor's performance under this Agreement, the Sponsor's use or occupancy of the Premises, the Sponsor's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. The Sponsor recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges such other good and valuable consideration provided by the County in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Sponsor of its liability or obligation to indemnify the County as set forth in this Article.
- B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the County shall not relinquish or waive any of its rights as a sovereign local government and the County reserves all rights and defenses under applicable sovereign immunity law.

Section 13. Force Majeure.

- A. The County is not liable for delays in publication or presentation of sponsorship messages in any event or for any reason, including acts of God, action by any governmental or quasi-governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the County affecting publication or presentation of sponsorship in any manner.

Section 14. Notice.

- A. All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified shall be made in accordance with the above notice provision, and such notices shall be sent to:

If to SPONSOR:

HCA Florida Oak Hill Hospital
Attention: Administration

11375 Cortez Blvd.
Brooksville, FL 34613

If to the County:

Hernando County
Parks and Recreation
Attn: Parks and Recreation Administrator
16161 Flight Path Drive
Brooksville, FL 34604

and copy to:

County Attorney's Office
20 N. Main Street, Room 462
Brooksville, FL 34601

Section 15. Law of Agreement; Venue; Waiver of Jury Trial.

- A. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, each Party shall bear its own costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the charging party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above. To the extent permitted by law, the respective Parties in this Agreement agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or any claim of damage resulting from any act or omission of the Parties or either of them in any way connected with this Agreement or the site.

Section 16. Modification and Assignment.

- A. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned or transferred.

Section 17. Assignment.

- A. Neither party shall not assign this Agreement to any other party. Any attempt to assign this Agreement shall automatically terminate this Agreement.

Section 19. Severability.

- A. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

Section 20. Binding Effect.

- A. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the County and its successors and assigns and shall be binding upon the Sponsor and its successors and assigns.

Section 21. Counterparts.

- A. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

Section 22. County Approval.

- A. The application, graphics and Sponsorship Agreement are subject to the approval of the Parks and Recreation Administrator or designee. This Agreement will not be effective unless and until approved by the Parks and Recreation Administrator.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the County and Sponsor, as an authorized agent, have caused this Agreement to be executed in their respective names and their respective seals to be hereunto on the date indicated below.

BY SPONSOR:

HCA Florida Oak Hill Hospital
Organization Name

[Signature]
Witness

By: [Signature]
Authorized Agent

Date: 5/24/22

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged or sworn before me by means of physical presence or online notarization the 24th day of May, 2023, by Ken Wicker, who is personally known to me or who has produced NA as identification.

[Signature]
Notary Public



Hernando County
Parks and Recreation Department

Rob Talmaso / Parks Administrator
Print Name/Title

[Signature]
Signature

Date: 5-23-23

Approved as to Form and Legal Sufficiency
by County Attorney's Office LR 22-581