

The Mermaid Tale Trail Statue Sponsorship Agreement

This Mermaid Statue Sponsorship Agreement (this "Agreement") is entered into effective as of the 30th day of JULY 2024, between Hernando County Fine Arts Council ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, and its partners, the Hernando County Fine Arts Council and Brooksville Main Street.

WHEREAS, the County, through its designee, the Hernando County Tourism Department, which does business as Florida's Adventure Coast Visitors Bureau, and its partners, are expanding The Mermaid Tale Trail throughout Hernando County; and

WHEREAS, the Sponsor desires to sponsor a Mermaid Statue under the terms hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sponsorship** - The County and its partners agree to provide one Mermaid Statue, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist. The Sponsor will select the juried artwork upon which the Sponsor's Mermaid Statue will be designed, subject to sections 2 and 11 below. The Sponsor understands that the juried artwork is themes or concepts, and that exact replication on the Mermaid Statue is not possible due to variations in color saturation level of the materials used. For example, the juried artwork may be rendered in pencil or watercolor while the Mermaid Statue will be painted with automotive paints.
2. **Juried Artwork** - The artwork upon which the Mermaid Statues are designed will be juried by independent jurors who are selected and contracted by the Hernando County Fine Arts Council. The juried artwork will be in good taste, family friendly, and will not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is deemed inappropriate. The juried artwork will not include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for The Mermaid Tale Trail are works for hire and owned by the County.
3. **Unveiling** - The Mermaid Statue will be unveiled at a Celebration of the Arts, hosted in Hernando Park, tentatively scheduled for November 2, 2024. After the unveiling the Mermaid Statue will be delivered by the County or its designee to its permanent location as described in section 4 below.
4. **Permanent Location of Statue** - The Sponsor will choose the permanent location of their Mermaid Statue, which may be at one of the following locations: the Sponsor's business, in one of Hernando County's parks, or another public location in Hernando County. The Mermaid Statue must be situated outdoors. If the Sponsor's chosen permanent location is Sponsor's business, such location must be free to enter every day of the year, safe from vehicle traffic or other dangers, must be family friendly and easily accessible for photography purposes. It is recommended that the statue be placed in a shady spot, rather than in direct sun. The

permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **Landscaping of Permanent Location** - The County, and its partners, shall be responsible for delivering the Mermaid Statue to the Sponsor's chosen permanent location. The Sponsor shall have such location appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The Sponsor shall complete all such landscaping by the date of the unveiling of the Mermaid Statues to ensure no undue delays in installation. The Sponsor is responsible for all costs associated with such landscaping and any desired special lighting. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship.
6. **Term of this Agreement** - The term of this Agreement is thirty-six (36) months beginning on the effective date shown above. At the expiration of the term, this Agreement will automatically renew for a renewal period of twelve (12) months and will continue to renew for additional twelve (12) month renewal periods, up to a total of nine (9) renewal periods, unless any party terminates the Agreement according to section 16 below.
7. **Option of Ownership; Failure to Take Possession** - If The Mermaid Tale Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to assume ownership of the Mermaid Statue, by confirming such ownership in a written agreement with terms agreeable to all parties. Notwithstanding section 8 below, if the Sponsor assumes ownership, the Sponsor shall assume all responsibility, financial and otherwise, for all maintenance and repairs, related costs, and liability for the Mermaid Statue. If the Sponsor exercises the option to assume ownership of the Mermaid Statue, and the Sponsor subsequently closes their business or otherwise decides to remove the statue from The Mermaid Tale Trail, ownership of the Mermaid Statue will revert to the County without necessity of further written or oral agreement. If Sponsor does not exercise the option to assume ownership of the Mermaid Statue, or if the Sponsor fails or refuses to take possession of the Mermaid Statue at Sponsor's chosen permanent location, the County shall remove the Mermaid Statue from, or shall not deliver the Mermaid Statue to, whichever the case may be, the permanent location and shall resume/maintain possession of the Mermaid Statue. If the Sponsor closes their business or otherwise decides to remove the statue from The Mermaid Tale Trail, possession of the Mermaid Statue shall revert to the County without necessity of further written or oral agreement. If the Mermaid Statue is located at Sponsor's business, the County has the right to enter the location with reasonable written notice to Sponsor. In the event of such removal or non-delivery, the County has the right to dispose, or transfer possession or ownership, of the Mermaid Statue at the County's sole discretion, and the Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee.
8. **Liability Insurance; Hold Harmless** - The Sponsor shall provide continuous liability insurance and inland marine insurance on the Mermaid Statue for the entirety of the term of this Agreement and all renewal periods. The Sponsor shall hold the County harmless in the event of any damage to the Mermaid Statue or location where the Mermaid Statue is displayed, and any loss or damage to any person or property caused by the public's use of the Mermaid Statue.

9. **Repairs to and Maintenance of Statue** - The County and its partners will not provide any form of security or protection with respect to the Mermaid Statue. The Sponsor understands that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from various causes. Should the paint job of the Mermaid be damaged, the Mermaid Statue's artist will provide paint "touch-up" repairs to the statue, at no additional cost to the Sponsor, for a period of one year from installation, after which such repairs will be billed at cost to the Sponsor. If such touch-up repairs are needed, Sponsor shall provide a written request directly to Tammy Heon, of Florida's Adventure Coast Visitors Bureau, who will arrange for the paint touch-up to repair the damage. Should the Mermaid Statue suffer structural damage or paint damage requiring more than just touch-up repair, Sponsor shall have the Mermaid Statue repaired at their own cost. Upon expiration of one year from installation, the Sponsor shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County in its sole discretion but billed at cost to the Sponsor. Invoices for costs related to maintenance will be provided to the Sponsor, and the Sponsor shall pay each invoice within thirty (30) days of date of the invoice. Under Florida law, the Sponsor shall indemnify the County, and its partners, from any loss, cost, or expenses arising from the breach of this provision.
10. **Promotion** - During the term of this Agreement, the County shall promote the expansion of The Mermaid Tale Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners shall include in such promotions the names of Sponsor, and other sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation and expansion of the Mermaid Tale Trail.
11. **Competitor's and Other's Advertisements** - The County and its partners reserve the right to sell sponsorships of other Mermaid Statues to competitors in direct competition with the Sponsor.
12. Sponsor's choice and other sponsor's choices of juried artwork and/or location of their Mermaid Statue shall be prioritized according to the order that signed sponsorship agreements and payment are received.
13. **No Partnership or Agency** - Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.
13. **No Personal Liability** - Nothing contained in this Agreement between the County, its partners, and the Sponsor shall create any rights whatsoever on behalf of Sponsor against the Hernando County Board of County Commissioners, the Hernando County Tourism Department, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each.
- 15 **Sponsorship Fee** - The Sponsorship Fee is Five Thousand, Five Hundred Dollars (\$5,500.00) payable to Brooksville Main Street. The Sponsor shall pay the full Sponsorship Fee no later than ten (10) days prior to the unveiling event described in section 3 above. The Sponsorship Fee must be paid in full prior to installation of the Mermaid Statue at the Sponsor's location. The Sponsor's failure to timely pay the full Sponsorship Fee will be

deemed a material breach of this Agreement and shall result in absolving the County and its partners of fulfilling their responsibilities to the Sponsor under this Agreement.

16. **Termination** - Thirty (30) days written notice by either party is required to cancel this Agreement. If the Agreement is canceled by either party, then possession of the Mermaid Statue shall revert to the County, who may dispose, or transfer possession or ownership, of the Mermaid Statue at the County's sole discretion. If this Agreement is terminated after the Mermaid Statue is completed, the Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee. In the event of termination, the County has the right to enter the Sponsor's permanent location, with reasonable written notice to the Sponsor if located at Sponsor's business, to remove the Mermaid Statue therefrom.
17. **Notice** - Any notice contemplated in this Agreement must be in writing and must be delivered to the receiving party at the receiving party's address and/or email shown below.
18. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
19. **Amendments** - This Agreement may not be modified or amended in any respect except by a writing executed and delivered by the parties.
20. **Severability** - If any term or provision of this Agreement or its application shall to any extent be invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.
21. **Non-Waiver** - Failure by any party to complain of any action, non-action, or breach of any other party will not constitute a waiver of any aggrieved party's rights under this Agreement. Waiver by any party of any right arising from any breach of any other party will not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.
22. **Counterparts** - This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument.
23. **Litigation, Venue, and Attorney's Fees** - This Agreement is governed by and will be construed in accordance with the laws of the State of Florida. If any dispute or litigation arises from this Agreement, venue as to such dispute or litigation shall lie in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party shall pay its own attorney fees.

SPONSOR INFORMATION:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Requested location for Mermaid Statue _____

Business URL: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

For Sponsor:

Signature

Date

For Hernando County:

 _____ 7-30-2024 _____

Signature

Date

Address: 15470 Flight Path Drive, Brooksville, FL 34604

Phone No.: 352-754-4002

Contact Email: _____

For Brooksville Main Street:

 _____ 16/07/24 _____

Signature

Date

Address: 205 E Fort Dade Ave

Phone No.: 352-584-6482

Contact Email: christopherkrhodes@yahoo.com

For Hernando County Fine Arts Council:

 _____ 7/13/24 _____

Signature

Date

Address: P.O. Box 1205 Brookville, FL 34605

Phone No.: 352-587-8002

Contact Email: AWISA@HERVANDOCARTS.ORG

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office