

Destination Mermaids - The Tail Trail Sponsor Contracts, Part 1

Business	First-Name	Last-Name	Phone_Number	email	Requested Location	Street_Address	City	State	Contract	Payment
Lowman Family Foundation	Matt	Lowman	(352) 796-3049	lowman82@gmail.com	Court House	205 E. Fort Dade Ave.	Brooksville	FL	Y	\$3,500.00 PAID 4/13/2022
Lowman Law Firm	Matt	Lowman	(352) 796-0016	brittneyf@lowmanlawfirm.com	Hernando Park	20 N. Main St.	Brooksville	FL	Y	\$3,500.00 PAID 4/12/2022
Hernando Beach Motel Inc.	Yann	Milcendeau	(207) 692-7615	jackyan2@yahoo com	Hernando Beach Motel 1	4291 Shoal Line Blvd.	Hernando Beach	FL	Y	\$1,750.00 PAID 3/16/2022
Hernando Beach Motel Inc.	Yann	Milcendeau	(207) 692-7615	jackyan2@yahoo com	Hernando Beach Motel 2	4291 Shoal Line Blvd.	Hernando Beach	FL	Y	\$1,750.00 PAID 3/16/2022
Silver Dolphin Restaurant	Yann	Milcendeau	(207) 692-7615	jackyan2@yahoo com	Silver Dolphin Restaurant	4036 Shoal Line Blvd.	Hernando Beach	FL	Y	\$1,750.00 PAID 3/16/2022
The Captains House	Yann	Milcendeau	(207) 692-7615	jackyan2@yahoo com	The Captain's House	4138 Pine Dale Ct	Hernando Beach	FL	Y	\$1,750.00 PAID 3/16/2022
Naturecoaster.com	Diane	Bedard	(352) 428-2143	diane@naturecoaster.com	Anderson Snow Park	1360 Anderson Snow Rd.	Spring Hill	FL	Y	\$1,500.00 PAID 6/07/2022
Krueger City	Keith	Krueger	(352) 584-9667	keith@kruegercompanies.com	Krueger City	1320 Commercial Way	Spring Hill	FL	Y	\$1,000.00 PAID 4/05/2022
Wellcome OM	Dr. Maria	Scunziano-Singh	(352) 600-4242	catherine@wellcomeomcenter.com	Wellcome OM Center	4242 Lake in the Woods Dr.	Spring Hill	FL	Y	\$3,500.00 PAID 4/21/2022
Greater Hernando County Chamber of Commerce	Morris	Porton	(352) 796-0697	president@hernandochamber.com	Chamber of Commerce	15588 Aviation Loop Dr.	Brooksville	FL	Y	\$3,500.00 PAID 5/31/2022
Friends of WWSSP			(352) 247-5775	friendsofweekiwacheestatepark@gmail.com	Front Entrance of Park	6131 Commercial Way	Spring Hill	FL	Y	\$500.00 PAID 5/26/2022



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 12th day of April, 2022, between Lowman Family Foundation ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
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19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Lowman Family Foundation

ADDRESS:

13201 Old Crystal River Road
Brooksville FL 34601

PHONE NUMBER:

(352) 796-3049

EMAIL:

Lowman82@gmail.com

REQUESTED LOCATION:

Hernando Park

PLAQUE VERBIAGE: Lowman Family Foundation

NAME:

BUSINESS:

BUSINESS URL: _____

MERMAID NAME:

ARTIST: _____

ARTIST'S URL

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

For Sponsor:

Beverly Lowman

Signature

4/12/2022

Date

For Hernando County:

Signature

Date

For Brooksville Main Street:

John H. Park

Signature

3/10/22

Date

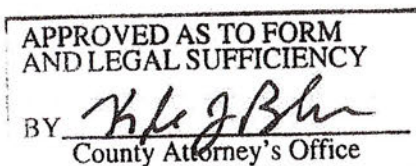
For Hernando County Fine Arts Council:

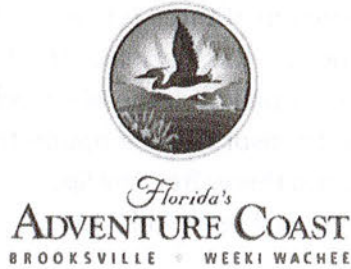
Beth Putnam

Signature

3/10/22

Date





Mermaid Statue Trail Sponsorship Agreement

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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 building a trail of Mermaid Statues throughout Hernando County;

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9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
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Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

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NAME:

Lawman Law Firm

ADDRESS:

31 S. Main St Brooksville, FL 34601

PHONE NUMBER:

352-796-0016

EMAIL:

brittney.f@lawmanlawfirm.com

REQUESTED LOCATION:

Courthouse

PLAQUE VERBIAGE: Lawman Law Firm

NAME: Brittney Forcino

BUSINESS:

BUSINESS URL: www.lawmanlawfirm.com

MERMAID NAME:

ARTIST: _____

ARTIST'S URL

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

For Sponsor:

Betty Forcino
Signature

4/12/22
Date

For Hernando County:

Signature

Date

For Brooksville Main Street:

John H. Putnam
Signature

3/10/22
Date

For Hernando County Fine Arts Council:

Beth Putnam
Signature

3/10/22
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY K. J. Blum
County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 16th day of March, 2022, between Hernando Beach Motel Inc ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
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4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

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9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
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Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

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NAME:

Yann Milcendean

ADDRESS:

4138 Pine Dale Ct. Hernando Beach FL 34607

PHONE NUMBER:

207 692-7615

EMAIL:

jackyan2@yahoo.com

REQUESTED LOCATION:

4291 Shoal Line Blvd. Hernando Beach FL 34607

PLAQUE VERBIAGE:

NAME:

BUSINESS:

BUSINESS URL:

MERMAID NAME:

ARTIST:

ARTIST'S 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:

Signature

Date

For Brooksville Main Street:

Signature

Date

For Hernando County Fine Arts Council:

Signature

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

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3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Yann Milcendean

ADDRESS:

4138 Pine Dale Ct. Hernando Beach FL 34607

PHONE NUMBER:

207 692-7615

EMAIL:

jackyan2@yahoo.com

REQUESTED LOCATION:

4291 Shoal Line Blvd Hernando Beach FL 34607

PLAQUE VERBIAGE:

NAME:

BUSINESS:

BUSINESS URL:

MERMAID NAME:

ARTIST:

ARTIST'S 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:

Signature

Date

For Brooksville Main Street:

Signature

Date

For Hernando County Fine Arts Council:

Signature

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 16th day of March, 2022, between Silver Dolphin Rest. ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Yann Milcendean

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PHONE NUMBER:

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jackyan2@yahoo.com

REQUESTED LOCATION:

4036 Shoal Line Blvd Hernando Beach FL 34607

PLAQUE VERBIAGE:

NAME:

BUSINESS:

BUSINESS URL:

MERMAID NAME:

ARTIST:

ARTIST'S 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:

Signature

Date

For Brooksville Main Street:

Signature

Date

For Hernando County Fine Arts Council:

Signature

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 16th day of March, 2022, between The Captain's House ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
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20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Yann Milcendean

ADDRESS:

4138 Pine Dale Ct. Hernando Beach FL 34607

PHONE NUMBER:

207 692-7615

EMAIL:

jackyan2@yahoo.com

REQUESTED LOCATION:

4138 Pine Dale Ct. Hernando Beach FL 34607

PLAQUE VERBIAGE:

NAME:

BUSINESS:

BUSINESS URL:

MERMAID NAME:

ARTIST:

ARTIST'S 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:

Signature

Date

For Brooksville Main Street:

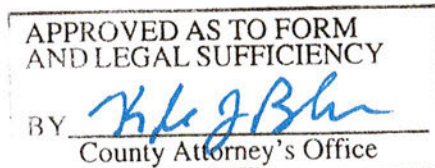
Signature

Date

For Hernando County Fine Arts Council:

Signature

Date





Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 28 day of March, 2022, between NatureCoaster.com ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

NatureCoaster.com

ADDRESS:

27087 Osage St Brooksville FL 34601

PHONE NUMBER:

352 428 2143

EMAIL:

diare@naturecoaster.com

REQUESTED LOCATION:

Anderson Snow Park

PLAQUE VERBIAGE:

NAME:

~~NatureCoaster.com~~ Diane M. Bedard, founder

BUSINESS:

Nature Coaster

BUSINESS URL:

NatureCoaster.com

MERMAID NAME:

ARTIST:

ARTIST'S URL

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

For Sponsor:



Signature

3-28-22

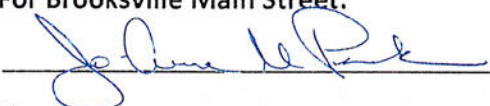
Date

For Hernando County:

Signature

Date

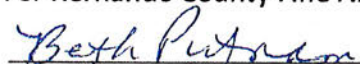
For Brooksville Main Street:



Signature

Date

For Hernando County Fine Arts Council:

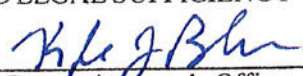


Signature

3/10/22

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the ____ day of _____, 2022, between _____ ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Keith Kueger

ADDRESS:

Kueger City, 1320 Commercial Way, Spring Hill, FL

PHONE NUMBER:

352-584-9667

EMAIL:

Keith@KuegerCompanies.com

REQUESTED LOCATION:

Kueger City

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.

1103

KRUEGER CITY LLC
1320 COMMERCIAL WAY
BROOKSVILLE, FL 34613

SECURED BY EZSHIELD®
61-629/622

DATE 4-5-22

PAY TO THE ORDER OF BROOKSVILLE MAIN STREET \$ 1000.00

SIX THOUSAND 00/100 DOLLARS

CADENCE CADENCE BANK, N.A.
BANK 1-800-636-7622

FOR [REDACTED]

~~XXXXXXXXXX~~

accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME: Keith Krueger

ADDRESS: Krueger City, 1320 Commercial Way, Spring Hill, FL

PHONE NUMBER: 352-584-9667

EMAIL: Keith@KruegerCompanies.com

REQUESTED LOCATION: Krueger City



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 13 day of May, 2022, between Wellcome Om ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

Dr. Maria Scunzio - Singh / welcome om

ADDRESS:

4242 Lake in the woods Drive Spring Hill,

PHONE NUMBER:

352-600-4242

EMAIL:

Catherine@welcomeomcenter.com

REQUESTED LOCATION:

welcome om Center

PLAQUE VERBIAGE:

Dedicated to the sea of life

NAME:

BUSINESS:

Wellcome Om Integral Healing & Education
center

BUSINESS URL:

wellcomeomcenter.com

MERMAID NAME:

Naia

ARTIST:

ARTIST'S URL

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

For Sponsor:



Signature

5/13/22

Date

For Hernando County:

Signature

Date

For Brooksville Main Street:

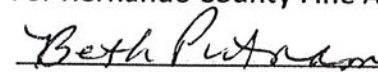


Signature

3/10/22

Date

For Hernando County Fine Arts Council:



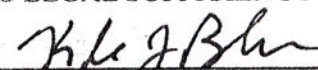
Signature

3/10/22

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY


County Attorney's Office



Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 18 day of MAY, 2022, between GREATER HERNANDO COUNTY CHAMBER OF COMMERCE ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

GREATER HERNANDO COUNTY CHAMBER OF COMMERCE

ADDRESS:

15500 AVIATION LOOP DRIVE
BROOKSVILLE, FL 34604

PHONE NUMBER:

352-796-0697
PRESIDENT@HERNANDOCCHAMBER.COM

EMAIL:

REQUESTED LOCATION:

15500 AVIATION LOOP DRIVE
BROOKSVILLE, FL

PLAQUE VERBIAGE: _____

NAME: _____

BUSINESS: _____

BUSINESS URL: _____

MERMAID NAME: _____

ARTIST: _____

ARTIST'S URL _____

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

For Sponsor:

Miriam Porter

Signature

5/18/2022

Date

For Hernando County:

Signature

Date

For Brooksville Main Street:

John W. Pelt

Signature

3/10/22

Date

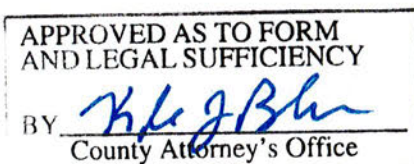
For Hernando County Fine Arts Council:

Beth Putnam

Signature

3/10/22

Date





Mermaid Statue Trail Sponsorship Agreement

This Sponsorship Agreement (this "Agreement") is entered into effective as of the 25 day of May, 2022, between FRIENDS OF WEEKI WACHEE SPRINGS STATE PARK, INC ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, a non-profit corporation (the "County") 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 building a trail of Mermaid Statues throughout Hernando County;

WHEREAS, the Sponsor desires to contract for a Mermaid Statue sponsorship on 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, juried artwork to choose from, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist.
2. **The Statue** shall be unveiled at Weeki Wachee Springs State Park on October 13th, 2022 and remain on display throughout the 75th Anniversary celebration. After the Anniversary Celebration, the statues will be sponsored and relocated by the County to its permanent location, either a public location in one of Hernando County's Parks or Public spaces, or at the Sponsor's business.
3. **The Artwork** shall be juried by independent jurors, selected, and contracted by the Hernando County Fine Arts Council. Artwork shall be in good taste, family friendly, and shall not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is inappropriate. The artwork shall NOT include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for the Florida Mermaid Trail are works for hire and owned by the County.
4. **The Sponsor** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Sponsors placing statues on private property must agree to provide a location for the statue that is outdoors or in a place that is free to enter, safe from traffic or other dangers, family friendly, and easily accessible for photography. Permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **The Sponsor** hereby agrees to sponsor the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Sponsor agrees to provide liability insurance on the mermaid. NOTE: Due to the nature of the product, these will be covered under a marine policy. If the Mermaid Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Sponsor shall be responsible for all maintenance, related costs, and liability for the Mermaid Statue.
6. **The County**, and its partners, shall be responsible for delivering the statue at the location of the Sponsor's display. The Sponsor agrees to have the location for the Mermaid Statue appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship. Any special lighting or landscaping are the responsibility of the Sponsor.
7. **The Sponsor** agrees to provide liability insurance on the Mermaid Statue and to hold the County harmless in the event of any damage to the Mermaid Statue or location where the statue is displayed.
8. **The Sponsor** further understands that there will be no security or protection provided by the County or its partners with respect to the Mermaid Statue, and that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. The Mermaid Statue will be repaired by the artists contracted for that Mermaid Statue, at no additional cost to the Sponsor for a period of one year from installation, after which all repairs will be billed at cost to the Sponsor. The Sponsor agrees that it shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County, 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 receipt 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 representation or warranty.
9. **Sponsors** – During the term of this Agreement, the Tourism Department will promote the creation of the Mermaid Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners agree to include names of Sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Sponsor will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's and Other's Advertisements** – The County and its partners reserve the right to sell sponsorships of Mermaid Statues to competitors in direct competition with the Sponsor.
11. **Sponsor's Choice** of juried artwork and/or location of their Mermaid Statue shall be assigned according to the order that signed contracts and payment are received.
12. **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 Tourist Development Council, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each; and, further, Sponsor shall have no rights against the

Hernando County Board of County Commissioners or its partners, officers, directors, agents, employees, or assignees as a consequence of any breach, default, or failure of consideration under this Agreement.

14. **Payment** in full must be received prior to the unveiling event to be held at Weeki Wachee Springs State Park on October 13, 2022. The Sponsor shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per Mermaid Statue to the County and shall thereafter enter into a separate maintenance agreement with the County related to the costs, responsibilities, and liability of maintaining the Mermaid Statue(s) being sponsored.
15. **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 transfer the Mermaid Statue to another sponsor.
16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
17. **Amendments** – This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties.
18. **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 shall not be affected and shall continue in full force and effect.
19. **Non-Waiver** – Failure by any party to complain of any action, non-action, or breach of any other party shall 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 shall 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.
20. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **Litigation, Venue, and Attorney's Fees** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If a dispute arises from this Agreement, the parties agree to litigate issues in the appropriate court in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party agrees to pay its own attorney fees.

NAME:

The Friends of Weeki Wachee Springs State Park, NC

ADDRESS:

6252 Commercial Way # 114

PHONE NUMBER:

352-247-5115

EMAIL:

friends of weeki wachee state park@gmail.com

REQUESTED LOCATION:

FRONT ENTRANCE of the PARK

PLAQUE VERBIAGE:

NAME:

BUSINESS:

BUSINESS URL:

MERMAID NAME:

ARTIST:

ARTIST'S URL

TBD
The Friends of WWSSP

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↓

friends of Weekly Wacker Com

TBD

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

For Sponsor:

Gail Anderson, President

Signature

04-28-2022

Date

For Hernando County:

Signature

Date

For Brooksville Main Street:

John H. Park

Signature

3/10/22

Date

For Hernando County Fine Arts Council:

Beth Putnam

Signature

3/10/22

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

K. J. Blum
County Attorney's Office