



Mermaid Statue Trail Purchase Agreement

This Purchase Agreement (this "Agreement") is entered into effective as of the 9TH day of August, 2022, between Cemex Construction Materials FL, LLC 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 Owner desires to contract for a Mermaid Statue 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. **Purchase** - 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 Owner 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 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 Owner'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 Owner** may choose to locate their Mermaid Statue at their business, or in one of Hernando County's Parks or other public location. Owners 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 Owner** hereby agrees to Ownership of the Mermaid Statue for a minimum of three (3) years up to twelve (12) years. The Owner 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 Owner has the option to take possession of the statue, confirming such possession in writing, and thereafter, the Owner 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 Owner's display. The Owner 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 Ownership. Any special lighting or landscaping are the responsibility of the Owner.
7. **The Owner** 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 Owner** 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 Owner for a period of one year from installation, after which all repairs will be billed at cost to the Owner. The Owner 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 Owner. Invoices for costs related to maintenance will be provided to the Owner, and the Owner shall pay each invoice within thirty (30) days of receipt of the invoice. Under Florida law, the Owner shall indemnify the County, and its partners, from any loss, cost, or expenses arising from the breach of this representation or warranty.

9. **Owners** - 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 Owners, individuals, and businesses that have provided, or are providing, significant support in the creation of the Mermaid Trail of Statues. The Owner will be entitled to be included and identified in such listings and promotional opportunities.
10. **Competitor's** - The County and its partners reserve the right to sell Mermaid Statues to competitors in direct competition with the Owner.
11. **Owner'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 Owner shall create any rights whatsoever on behalf of Owner 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, Owner 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 Owner 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 purchased.
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 Owner.
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.

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Name: CEMEX Construction Materials FL, LLC

Address: 11430 Camp mine Rd Brooksville FL 34601

Phone: 352-303-3563

eMail: James.P.Morris@cemex.com

Requested Location: Chinsegut Hill

Plaque Verbiage: _____

Artists Name: _____

Artists URL: _____

Mermaid Name: Amaxura

Owner's Name: _____

Owner's URL: _____

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

[Signature]

For Owner:

7/14/2022

Date

[Signature]

For Hernando County

8/9/2022

Date

[Signature]

For Brooksville Main Street

7-21-22

Date

[Signature]

For Hernando County Fine Arts Council

7-21-22

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office