

**AGREEMENT BETWEEN  
THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE LOWMAN LAW FIRM**

This Agreement made and entered into this 13<sup>th</sup> day of July, 2021, by and between the Hernando County Board of County Commissioners, (hereinafter referred to as the "COUNTY"), and Lowman Law Firm (hereinafter referred to as "SPONSOR").

**WHEREAS**, SPONSOR desires to enhance the bandshell amenity at Hernando Park to help promote community events; and

**WHEREAS**, community partnerships help support the COUNTY's efforts to provide a wide range of entertainment and activities for the citizens; and

**WHEREAS**, the SPONSOR is desirous of partnering with the COUNTY in offsetting the costs of maintaining the surrounding property at Hernando Park; and

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

**Section 1. Purpose.**

The purpose of this Agreement is to set forth commitments in writing between the COUNTY and the SPONSOR for the contribution of funding pursuant to the use of the bandshell to promote the business name and to help maintain areas of the property at Hernando Park.

**Section 2. Term.**

This Agreement shall become effective on the date executed by the COUNTY and shall be for a period of ten (10) years. SPONSOR is granted first right of refusal to renew the contract upon expiration at a rate increase of no more than 2.5% of the agreed upon amount of \$8,000 per annum.

**Section 3. Monetary Contribution.**

SPONSOR will provide an annual payment on May 1 of each year in the amount of \$8,000 to be used towards monthly/annual operational costs and replacement of benches at Hernando Park. SPONSOR agrees to pay the initial expense to paint the full bandshell structure and have its logo placed on the bandshell in an area agreed upon with COUNTY. Any future cost required for the maintenance of the logo will be the responsibility of the SPONSOR.

**Section 4. Maintenance and Facility Use.**

The COUNTY shall provide and maintain the property within Hernando Park as part of the approved annual work program. COUNTY will budget accordingly for operational costs and can

identify annual projects to enhance the experience at Hernando Park. COUNTY will communicate any maintenance needs for the logo to the SPONSOR in a timely manner. The COUNTY will ensure the SPONSOR logo is not covered with signage or decorations for any event held at Hernando Park.

SPONSOR shall have right to host up to six (6) events per year, as approved by Parks & Recreation when all requirements are met for facility usage and does not supersede approved COUNTY events. All fees associated with the use of the venue by SPONSOR will be waived for these six (6) events per year. Scheduling of the facilities will be done by the COUNTY. The COUNTY agrees to work in good faith with SPONSOR to resolve any scheduling conflicts and review all marketing materials for each event. SPONSOR agrees to bear all costs for replacement of logo on the bandshell should SPONSOR change its brand.

#### **Section 5. Indemnification and Insurance.**

The SPONSOR agrees to protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees, and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the COUNTY's negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of the Premises, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in herein, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the SPONSOR's performance under this Agreement, the SPONSOR's use or occupancy of the Premises, the SPONSOR's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. The SPONSOR recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges such other good and valuable consideration provided by the COUNTY in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the SPONSOR of its liability or obligation to indemnify the COUNTY as set forth in this Article.

Notwithstanding anything to the contrary in the foregoing or within this Agreement, the COUNTY shall not relinquish or waive any of its rights as a sovereign local government and the COUNTY reserves all rights and defenses under applicable sovereign immunity law.

The SPONSOR shall maintain the following minimum insurance limits and coverage's (unless modified or a lower amount is approved in writing by the County's Risk Manager):

General Liability in an amount not less than \$2,000,000 general aggregate/\$1,000,000 each occurrence; Fire and Property Damage, \$50,000; and Worker's Compensation Statutory Limits plus Employer's Liability of \$100,000 each accident/\$50,000 by disease/\$500,000 aggregate by disease.

The HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS shall be endorsed to the required policy or policies as an additional insured. The COUNTY, in

its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of SPONSOR or the Facilities change or require such additional coverage. The SPONSOR shall deliver to the COUNTY all certificates or binders, together with the required endorsements, evidencing the existing insurance and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement.

#### **Section 6. Termination.**

This Agreement may be terminated by either party in the event of failure to abide by agreements made in this document between SPONSOR and COUNTY after giving sixty (60) days prior written notice to remedy the breach of contract without a penalty or further obligation.

#### **Section 7. Default.**

In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have sixty (60) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

#### **Section 8. Notice.**

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

*If to SPONSOR:*

Lowman Law Firm  
31 S. Main Street  
Brooksville, FL 34601

*If to the BOCC:*

Hernando County Board of County Commissioners  
Attn: Deputy County Administrator  
15470 Flight Path Drive  
Brooksville, FL 34604

*and copy to:*

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

#### **Section 9. Law of Agreement; Venue; Waiver of Jury Trial.**

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

#### **Section 10. Modification and Assignment.**

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

#### **Section 11. Attorney's Fees.**

This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the SPONSOR and the COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorney fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

#### **Section 12. General.**

The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this Agreement, where the singular and masculine are used, they shall be construed as if the plural or the feminine or the neutral had been used where the context or the Party or Parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational

convenience and are not meant to be construed as material provisions of this Agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

**Section 13. Severability.**

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

**Section 14. Binding Effect.**

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the COUNTY and its successors and assigns and shall be binding upon the SPONSOR and its successors and assigns.

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

**BY SPONSOR:**

Joseph A. Lowman  
Witness

LOWMAN LAW FIRM

By: Joseph A. Lowman, Esquire

Date: 6/11/21

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged or sworn before me by means of ☐ physical presence or ☐ online notarization the 11 day of June, 2021, by Joseph A. Lowman, who is personally known to me or who has produced identification.

Jennifer A. Solomon  
Notary Public



**BY THE COUNTY:**

Attest:

Susan Buehler, Deputy Clerk  
Douglas A. Chorvat, Jr., Clerk of Court



**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By: John A. Iocco, Chairman

Date: July 13, 2021

Approved as to Form and Legal Sufficiency:

County Attorney's Office