

**CITY OF MIAMI BEACH/COLLEGE FOOTBALL PLAYOFF NATIONAL CHAMPIONSHIP
SPONSORSHIP AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into this 8 day of January _____, 2021 ("Effective Date"), by and between the City of Miami Beach, Florida, a Florida municipal corporation with offices at 1700 Convention Center Drive, Miami Beach, FL 33139 (the "City"), and South Florida CFPNCG Host Committee, LLC, a Florida not for profit limited liability company, with offices at 14360 NW 77th Court, Miami Lakes, FL 33016 ("Host Committee").

W I T N E S S E T H:

WHEREAS, the College Football Playoff National Championship Game (CFP) will be held in and around Miami and Miami Beach from Friday, January 8, 2021 to Monday, January 11, 2021; and

WHEREAS, the Host Committee is the host organization for the CFP; and

WHEREAS, in connection with the CFP, various activities will be hosted in South Florida, some under the direction and control of the CFP and others under the direction and control of the Host Committee; and

WHEREAS, as part of the CFP, the Host Committee and CFP will host "Beachwalk at Lummus Park", which consists of live shots for national and local media outlets from the venue during Championship Weekend, and CFP sponsored activations for CFP sponsors in Lummus Park; and

WHEREAS, the Host Committee will still generate a meaningful economic impact for the City by attracting tourists and providing tremendous media exposure; including the utilizations of the Fontainebleau Miami Beach hotel, Ritz Carlton South Beach hotel, Royal Palm, Loews Miami Beach, 1 Hotel South Beach, and both the CFP and ESPN plan to host hospitality events and programs in Miami Beach hotels and venues; and

WHEREAS, the CFP Foundation is investing \$20,000 through the Miami-Dade County Public Schools' innovative Middle School Redesign (MSR) initiatives at Nautilus Middle School and Miami-Dade County teachers will be invited to participate in the CFP Foundation's free Extra Yard for Teachers Summit; and

WHEREAS, the City desires to sponsor the CFP and Host Committee as delineated more fully in Exhibit "A" and incorporated by reference herein, scheduled to take place in and around South Florida and the City of Miami Beach from January 8, 2020 through January 11, 2020 (collectively, the "Events"); and

WHEREAS, on October 18, 2017 and March 18, 2020, the Mayor and City Commission adopted Resolution No. 2017-30057 and 2020-31213, respectively, which Resolutions collectively approved the following actions relating to the Events: (1) a waiver of special event fees in an amount to not to exceed \$50,000, (2) the city contribution for city services in an amount not to exceed \$100,000, and (3) a cash sponsorship not to exceed \$400,000, (4) creation of a "Clean Zone" to provide competing event protection with respect to third-party events requiring a city special event permit, and (5), waiver of exclusivity for Coca Cola branded products; and

WHEREAS, on November 18, 2020, the Host Committee shared that due to the impact of the COVID-19 pandemic on the college football season, domestic travel restrictions, "New Normal" capacity, social distancing and more, the Host Committee made the following changes to the event: (1) reduced the footprint of their fan activations; (2) Host Committee will not be utilizing the MBCC; (3) ESPN will not broadcast the game from Lummus Park, nor will Event host concerts, pep-rallies or other high impact activations; (4) the revised schedule of activations will include hosting "Beachwalk at Lummus Park", which consists of live shots for national and local media outlets from the venue during Championship Weekend; and Event sponsored programming for Event sponsors in Lummus Park.; and

WHEREAS, on November 18, 2020, the Mayor and City Commission adopted Resolution No. 2020- _____, approving and authorizing the Mayor and City Clerk to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, City and Host Committee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated by reference herein.
2. Term. The term of this Agreement will commence on the Effective Date set forth above, and shall expire following the conclusion of the Events and Host Committee's completion of all its obligations hereunder.
3. Event Description. The term "Events" as used herein shall include each event and/or series of events delineated more fully in Exhibit "A." City shall not be a party to any independent contracts that Host Committee may enter into with other organizations, contractors, or participants in the Events and/or supporting activities, nor shall City be liable to such third parties. Host Committee shall not represent that it is an agent, official, authorized representative or employee of City.
4. Warranties. Host Committee warrants and represents that it has all necessary rights, authority, licenses and permits necessary to enter into this Agreement, to grant the rights and licenses herein granted, and to carry out its responsibilities as set forth herein. Host Committee shall utilize the sponsorship benefits and conduct and operate each Event for which it is responsible in accordance with all applicable laws, and without endangering others or violating their rights.
5. Sponsorship and public benefit package. In consideration of the City fee waivers and sponsorship funding described in this Agreement, and the mutual promises made herein,

Host Committee shall provide sponsorship recognition and other benefits to the City which, shall include the benefits set forth in Exhibit "B" to this Agreement, which is attached hereto and incorporated herein by this reference.

6. Host Committee's Responsibilities. Host Committee is responsible for the following with respect to each Host Committee Event in Miami Beach.
 - a. Host Committee shall be solely responsible for producing and promoting all aspects of the Event, including securing private sponsors and vendors to participate in the Event. Host Committee is responsible for the conduct and operation of the Event and will provide the appropriate officials to conduct the Event. Except as expressly specified herein, the City is under no obligation to fund any aspect of the Event, or any subsequent Host Committee Events.
 - b. Host Committee shall be responsible for all compensation that may be due to all performers, entertainers, vendors, organizations, event sanctioning bodies, vendors, and participants, and City shall have no such responsibility, obligation or liability. City shall not be responsible or liable to competitors for prize money payments, or to any third party for any aspect of the production of the Event.
 - c. Host Committee shall retain all rights to the Event, including any rights associated with Event- related apparel and/or merchandising sales.
 - d. Beginning January 2021, Host Committee shall keep the City apprised, regularly, of its progress with respect to the activation of the Event. City, at its sole discretion, may monitor and conduct an evaluation of Host Committee implementation of the Event. Host Committee agrees to cooperate with City to promptly address any deficiencies or concerns the City may have in connection with the Event.

- e. Host Committee must provide, within 90 days of the completion of each Host Committee Event, a Final Report, detailing the following:
- An accounting of resident ticket sales at discounted rates;
 - Economic Impact Report on estimated spend in market;
 - Media Report, outlining coverage and impressions of the Host Committee Event;
 - Hotel Room Night Report – reported by the GMCVB; and
 - Accounting Report on City of Miami Beach sponsorship package.
7. Insurance. Host Committee shall purchase and obtain all required Host Committee Event Insurance policies for General Liability coverage in the amount of at least \$1,000,000.00 General Aggregate: \$1,000,000.00 Products/Completed Operations, \$1,000,000.00 Personal and Advertising Injury, \$1,000,000.00 per occurrence, covering City, and all participants, no later than 10 days prior to the Event, and Host Committee shall provide a Certificate of Insurance to the City's Risk Manager. All insurance policies shall name City as additional insured and Certificate Holder
8. Compliance with all Permit Requirements and Applicable Laws. Host Committee shall obtain all applicable federal, state and local approvals, permits and licenses relating to any Host Committee Event and any activities related thereto. Host Committee shall maintain its good standing in accordance with the laws of the State of Florida and the City of Miami Beach Code of Ordinances ("City Code"), and shall comply with any federal, state, county or City Code requirement applicable to Host Committee or to the Host Committee's operation of its business or other Host Committee activities in the City of Miami Beach, including, without limitation, obtaining any Certificate of Use or Business Tax Receipt(s) that may be required for any business activity, timely making payment of

all taxes, fees or charges that may be due to the City. Host Committee shall promptly take corrective action to correct any City Code violation or notice of violation issued by any governmental agency with jurisdiction over Host Committee. Further, Host Committee agrees to comply with the terms and conditions of any lease, contract, or other grant agreement that Host Committee may have separately entered into with the City, if any ("Other City Contracts"). Any failure by Host Committee to comply with any provision of the City Code applicable to Host Committee, or any breach or default by the Host Committee of any covenant or other term or condition contained in any Other City Contracts (after the passage of any applicable notice and cure provision set forth therein), shall, at the option of the City, be considered an event of Default (as such term is defined more fully below), in which event the City shall be entitled (but in no event required) to apply all rights and remedies available to the City under the terms of this Agreement by reason of an Host Committee's breach or failure to comply with said obligations.

9. Indemnification. Host Committee shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents, and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Host Committee or its officers, employees, agents, servants, partners, principals or contractors, or Host Committee's use of any Host Committee Event Site(s), except to the extent resulting from the gross or willful negligent actions or omissions of the City or its officers, employees, agents and contractors. Host Committee shall pay all claims and losses in connection therewith and shall investigate

and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Host Committee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

10. Limitation of Liability: The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Host Committee hereby expresses its willingness to enter into this Agreement with Host Committee's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, but subject to the City's compliance with its obligations in Section 11 in the Agreement, Host Committee hereby agrees that the City shall not be liable to the Host Committee for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

Written decisions and/or approvals issued by the City shall not constitute nor be deemed a release of the responsibility and liability of the Host Committee (or of any of its officers, employees, sub-consultants, agents, and/or servants), for the accuracy and competency of its/their designs, working drawings, plans, technical specifications, measurements or other technical documents, nor shall such approval and/or decisions be deemed to be an assumption of such responsibility by the City for a defect, error or omission in designs, working drawings, plans, technical specifications, measurements or other technical documents; provided, however, that the Host Committee shall be entitled to reasonably rely upon the accuracy and validity of written decisions and approvals furnished by the City pursuant to this Agreement.

11. City's Sponsorship Contributions for the Event. Subject to Host Committee's compliance with its obligations under this Agreement, City is responsible for the following:

- a) City shall waive special permit fees related to Host Committee Events described in Exhibit "A" hereto, otherwise payable by Host Committee in a total amount not to exceed \$50,000, which amount shall be applied to any applicable special event application fees, permit fees, vehicle beach access passes, square footage fees, and park user fees. Host Committee shall be solely responsible for payment to City for all the foregoing fees in excess of \$50,000. Any unused credit remaining with respect to the special event permit fees waived pursuant to this Section 11(a) shall be non-transferrable and cannot be used to offset any other Event-related costs or for any other purpose.
- b) City shall provide Host Committee with a cash sponsorship in the amount of \$400,000, payable within thirty (30) days following the execution of this Agreement.

- c) City shall directly fund the costs of Host Committee Event-related public services for City of Miami Beach Police, Fire, and Sanitation Department expenses for the events described in Exhibit "A" hereto, up to the not-to-exceed amount of \$100,000. Host Committee shall be solely responsible for all costs and expenses for Event-related City of Miami Beach public services in excess of \$100,000, with such amounts payable within thirty (30) days of City's submission of an invoice for such Host Committee Event-related public services. Any unused amounts remaining with respect to City's funding for Event-related public services pursuant to this Section 11(c) shall be non-transferrable and cannot be used to offset any other Event-related costs or for any other purpose.
12. Waiver of Coca-Cola Exclusivity. City hereby waives exclusivity under its agreement with respect to Coca-Cola Beverages Florida, LLC with respect to the sale, and branding of Coca-Cola branded products at the Lummus Park areas where any special events approved pursuant to this Agreement shall take place, as set forth in Exhibit "A".
13. Implementation of "Clean Zone." City agrees to establish a zone, the effective term and duration of which is only intended to run from January 8, 2021 through January 11, 2021 (the "Event Dates"), and which zone is generally bounded by 22nd Street to the north; by 5th Street to the south; by Jefferson Street (between Dade Blvd and 15th Street), and by Washington Avenue (between 15th Street and 5th Street) to the west; and by the Atlantic Ocean to the east, as depicted in Exhibit "C" attached hereto and incorporated herein by reference (the "Clean Zone"). City agrees that it shall not issue a special event permit for the use of public property within the Clean Zone during the Event Dates, without first obtaining the prior written consent of Host Committee, including, without limitation, any event or activity on public property requiring a special event permit, involving (1) mobile and/or temporary vending or sampling on public property, such as food and beverage

carts and temporary merchandise stands; (2) mobile and/or temporary sampling; (3) temporary structures (e.g. party tents, stages and merchandise tents) and temporary hospitality or entertainment venues (e.g. concert areas) on public property; and (4) Parades, races and block events.

- a) The City shall provide Host Committee with at least twenty four hours (24) prior written notice of any special event applications received by the City for the use of public property within the Clean Zone during the Event Dates (the "City Approval Request"). Host Committee shall have twenty four (24) hours from the date of the City Approval Request to approve or deny the City's Approval Request. Host Committee's approval or denial of the City Approval Request must be in writing and, if a denial, must specifically set forth the reason(s) therefore. In the event that Host Committee fails to approve or deny a City Approval Request within the twenty four (24) hour time period and, further, in accordance with the procedures set forth herein, then Host Committee shall have waived its right to deny such City Approval Request, and the City may proceed with the issuance of a special event permit for the proposed event that was the subject of such City Approval Request as if approved by Host Committee, and without any further notice and/or other obligation to Host Committee
- b) Notwithstanding any provision to the contrary herein with respect to the establishment of the Clean Zone, (i) special events held on private property, and (ii) demonstrations, pickets, and free speech activities shall be exempt from the limitations set forth herein with respect to the Clean Zone, and any such events or activities shall not require any Host Committee approval.

- c) General advertising signs within the City shall be prohibited, in accordance with Section 138-5 of the City Code.

- 14. Force Majeure. Should City be unable to tender possession of any City property where the Event(s) will be located ("Event Site"), should the CFP game scheduled for January 11, 2020 not take place, or should Host Committee otherwise be unable to take possession of such Event Site, or present the Event or otherwise perform its obligations hereunder, when such failure, directly or indirectly, is caused by or in any manner arises from an Event of Force Majeure (defined herein), then neither Party shall have any liability under the Agreement for such failure, including the City's obligation pursuant to Article 11(b). The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, terrorism or terrorist threats, epidemics, pandemics, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence. The period of an Event of Force Majeure, and the suspension of obligations hereunder, shall extend to and include any period of time required to implement emergency preparations in advance of the Event of Force Majeure, the Event of Force Majeure itself, and the period of time following the Event of Force Majeure that may be required to restore the Event Site and/or remediate any delay, damage, loss, failure or inability to perform as a consequence of the Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective

rights and obligations hereunder shall be reinstated; provided; however, that the declaration and notice of an Event of Force Majeure and subsequent cessation of the cause of such Event of Force Majeure shall not require the Host Committee to move forward with the Event if, in its reasonable belief, it will result in significantly diminished attendance and/or cancellations or cause Host Committee an unduly burdensome financial impact.

15. Events of Default, Termination of Agreement and Remedies.

- a) The following shall constitute events of default:
 - 1) Any material misrepresentation, written or oral, made by Host Committee and/or its representatives to City.
 - 2) Failure by Host Committee to timely perform and/or observe any of the terms and conditions of this Agreement.
 - 3) Insolvency or bankruptcy on the part of Host Committee.
- b) The occurrence of any event of default by Host Committee may, following notice to the Host Committee and an opportunity to cure such event of default within twenty four (24) hours after receipt of such notice, at the sole option of City during its continuance, operate as an automatic forfeiture of any rights or benefits conferred under this Agreement, and accordingly, City reserves the right to revoke the fee waivers or discontinue the funding provided for herein.
- c) In the event that Host Committee is in default of any of its obligations under this Agreement, City reserves all legal remedies available to it, including but not limited to termination of this Agreement, upon twenty four (24) days written notice to Host Committee if Host Committee does not cure the default within such period. In the

event of any such termination, City shall have no further obligation or liability to Host Committee

16. Assignment. Host Committee shall not assign its rights or obligations under this Agreement without the City's consent. Any purported assignment in violation of this section shall be void, and shall constitute an event of default hereunder.
17. Books and Records. Host Committee shall keep accurate and complete books and records of all receipts and expenditures relating to this Agreement, in accordance with reasonable accounting standards, and shall retain such books and records for at least four (4) years after completion of the Event. At the request of the City, Host Committee shall provide the City (and/or its designated representatives) reasonable access to its files and records relating to this Agreement and personnel during regular business hours for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Agreement, as the City deems necessary. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Host Committee related to this Agreement.
18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.
19. Venue and Governing Law. This Agreement shall be governed as to performance and interpreted in accordance with the laws of the State of Florida. Any claim or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.

20. Limited Rights. It is expressly understood and agreed that this Agreement is for the duration of this Event only and that Host Committee has no right or privilege other than that expressly provided herein.
21. No Joint Venture Relationship. Host Committee agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between City and Host Committee. In no event shall Host Committee represent to any third party that it is acting as an agent, representative or on behalf of City for any purpose or in any manner whatsoever.
22. Inspector General Audit Rights.
 1. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
 2. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Host Committee, its officers, agents and employees, lobbyists, City staff and elected officials

to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

3. Upon ten (10) days written notice to the Host Committee, the Host Committee shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Host Committee, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
4. The Inspector General shall have the right to inspect and copy all documents and records in the Host Committee's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
5. The Host Committee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and

performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this contract is completely or partially terminated, the Host Committee shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Host Committee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
6. The provisions in this section shall apply to the Host Committee, its officers, agents, employees, subcontractors and suppliers. The Host Committee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Host Committee in connection with the performance of this contract.
7. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Host Committee or third parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date written below.

ATTEST:

Print Name: _____

Date

ATTEST:

Print Name: _____

Date

CITY OF MIAMI BEACH, FLORIDA

DocuSigned by:

Paul J. Aguila

By:

Raul Aguila, City Manager

1/8/2021 | 1:08 PM EST

Date

DocuSigned by:

Rafael E. Granado

By:

Rafael E. Granado, City Clerk

1/8/2021 | 2:22 PM EST

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

1-6-21

FOR Host Committee:

SOUTH FLORIDA CFPNCG Host Committee, LLC

ATTEST:

By: _____

Print Name

1/7/2021 | 4:40 PM EST

Date: _____

DocuSigned by:

Eric Poms

By:

[Name of Corporate Rep]

Exhibit "A"

DESCRIPTION OF EVENTS

The Host Committee and CFP shall produce the following events in the City of Miami Beach:

1. Lummus Park / Beachfront - Host Committee shall be entitled to produce activations Media event and other Host Committee events which may be held within the Lummus Park/Beachfront area located east of the eastern boundary of the sidewalks along Ocean Drive from 10th Street to 13th Street, limited by the dunes, subject to the City Manager's approval, compliance with City's special event permitting requirements and any approvals, permit conditions or regulatory requirements of any agencies having jurisdiction over the area where the Host Committee Events will be held. In support of the Host Committee Events, City shall make the sponsorship contributions set forth in Section 11(a), with respect to the waiver of special event permit fees, and Section 11(c), with respect to funding for the cost of Host Committee Event-related public services for City of Miami Beach Police, Fire, Parks and Recreation and Sanitation Department expenses, as provided in Section 11(c). All Events shall be free and open to the public.

Exhibit "B"

SPONSORSHIP RECOGNITION AND PUBLIC BENEFITS PACKAGE

Host Committee shall provide the City with the following sponsorship recognition and public benefits package for Host Committee Events:

Sponsorship Recognition Benefits.

City shall receive the following sponsorship benefits:

- a. Participating partner status on the Host Committee approved events.
- b. City of Miami Beach logo exposure on all key Host Committee platforms, including but not limited to; website, partner recognition page, print and digital promotional materials.
- c. The City of Miami Beach will have the right to use and promote the partnership along with use of the Host Committee Logo.
 - i. All usage of the Host Committee logo by the City is subject to prior review and approval by the Host Committee and the CFP. All CFP / College Football Playoff Championship logo usage requests must be submitted in writing with no less than 15 days prior to desired activation to the Host Committee Director, Administration.
- d. City will have the opportunity to produce press releases promoting its participation in the Host Committee Events with the written approval of the Host Committee.
- e. City will receive sponsorship recognition in Host Committee PA announcement and welcome video thanking all public partners during pregame of the 2021 College Football Playoff National Championship Game.

f. City will receive sponsorship recognition on signage for Host Committee Events taking place in Miami Beach.

g. City will receive sponsorship recognition during live commentaries where sponsors are recognized at Host Committee Events taking place in Miami Beach.

h. Electronic Recognition. The City shall receive the following electronic sponsorship recognition:

i. City logo (or line listing, as appropriate) will appear on the Host Committee website, with a link to the City's website.

1. Recognition (logo or line listing, as appropriate) on the sponsor acknowledgement page.

2. Ads or other mobile packages may be purchased separately

ii. City to provide Host Committee with its logo in a format acceptable to Host Committee. City reserves the right to require the removal of its logo/marks from any Host Committee promotional materials (to the extent removal is possible).

iii. For Host Committee Events taking place in Miami Beach, Host Committee hereby grants the City a non-exclusive, irrevocable license and right to use, on a royalty-free basis, the title of the Event and any video, audio or photographic footage of the Event, in any media format or application whatsoever, in connection with any City produced publication, including the City produced "MB Magazine," City newsletters or electronic newsletters, or any City media outlets, such as MBTV, for the limited purpose of promoting the Event and

City's participation in the Event. This section shall survive the termination or expiration of this Agreement. The rights are granted for Host Committee material only.

As the College Football Playoff National Championship game is one of the most popular sporting events in the country, the parties recognize that the CFP and its related series of events will attract thousands of visitors to Miami-Dade County and the City of Miami Beach. Accordingly, the Host Committee acknowledges that the CFP estimates that at least the following Miami Beach hotels will secure a significant number room nights as of the date of this Agreement: the Fontainebleau Miami Beach hotel, Ritz Carlton South Beach hotel, Royal Palm, Loews Miami Beach, 1 Hotel South Beach.