

2019 MIAMI BEACH GAY PRIDE - SPONSORSHIP AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 ("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 Miami Beach Gay Pride, Inc. a Florida not for profit corporation with offices at 1130 Washington Avenue, Miami Beach, FL 33139 ("Event Organizer") (altogether, the "Agreement").

WITNESSETH:

WHEREAS, the City desires to sponsor the "2019 Miami Beach Pride" (the "Event"), a special event registered with City under Special Events permit number # 20199, that will take place in Lummus Park Beach between 11th and 14th Streets (the "Event Site"), on April 6-7, 2019, as more specifically set forth in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, Event Organizer shall produce, promote and host the Event on Miami Beach; and

WHEREAS, on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-_____, accepting the recommendation of the Finance and Citywide Projects Committee and taking the following actions relating to the Event: (1) approving waivers of special event fees in an amount not to exceed \$30,893.25 (including the special event application fee of \$250.00, permit fee of \$500.00, vehicle beach access passes in the amount of \$5,250, square footage fee of \$10,911, Lummus Park user fees of \$8,577.25, and Police Department administrative fees of \$5,405), and approving City sponsorship funding in the amount of \$73,000, for a total City sponsorship package valued at \$103,893.25; and (2) further approving and authorizing the City Manager and City Clerk to execute this Agreement; and

WHEREAS, the City's sponsorship funding for the Event is to be paid directly to Event Organizer, to offset expenses for producing and presenting the Event.

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

1. The above recitals are true and correct and are incorporated by reference herein.
2. The Term of this Agreement will commence on the Effective Date set forth above, and shall expire following the conclusion of the Event, and Event Organizer's completion of all of its obligations hereunder.
3. Event Organizer shall be solely responsible for producing and promoting all aspects of the Event, including securing private sponsors and vendors to participate in the Event. The parties hereby agree that at all times the Event shall be known and promoted under the title of the "2019 Miami Beach Pride". Event Organizer is responsible for the conduct and operation of the Event and will provide the appropriate officials to conduct the Event. The City is under no obligation to fund subsequent "Miami Beach Pride" events.
4. The term "Event" as used herein shall include the event designated above and as set forth in Exhibit "A". Further, City shall not be a party to any independent contracts that the Event Organizer may enter into with other organizations, contractors, or participants in the Event and/or supporting activities, nor shall City be liable to such third parties. Event Organizer shall not represent that it is an agent, official, authorized representative or employee of City.

5. Subject to Event Organizer's compliance with its obligations under this Agreement, City is responsible for the following:
 - a. City shall waive special permit fees related to the Event, in a total amount not to exceed \$30,893.25, which amount includes the special event application fee of \$250.00, permit fee of \$500.00, vehicle beach access passes in the amount of \$5,250, square footage fee of \$10,911, Lummus Park user fee of \$8,577.25, and Police Department administrative fees of \$5,405.
 - b. City shall provide Event Organizer with sponsorship funding in an amount not to exceed \$73,000; provided, however, that no more than 15 percent of the City's total sponsorship contribution may be disbursed in advance of the Event. All remaining cash contributions shall be made on a reimbursement basis, following the conclusion of the Event, and following Event Organizer's submission, and the City's acceptance, of the final report referenced in this Agreement.
6. Event Organizer shall be responsible for any and all compensation that may be due to any and 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.
7. Warranties. Event Organizer 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. Event Organizer shall utilize the sponsorship benefits and conduct and operate the Event in accordance with all applicable laws, and without endangering others or violating their rights.
8. Sponsorship benefits. In consideration of the City fee waivers and sponsorship funding described in this Agreement, and the mutual promises made herein, Event Organizer shall provide sponsorship benefits to the City which, at a minimum, shall include the sponsorship benefits set forth in Exhibit "B" to this Agreement, which is incorporated herein by this reference.
9. Public benefit program. Event Organizer shall provide a public benefit program to be made available to senior citizens and children that qualify as City of Miami Beach residents. Children are defined as individuals twelve years (12) and younger; senior citizens are defined as individuals sixty-five (65) years and older; and veterans are defined as individuals who have served in the military. The Event's public benefit program shall include the following, wherever permissible and applicable within the Event footprint:
 - The Event will be open to the public, and admission is free.
 - Free HIV and STI screenings conducted by Event Organizer's community partners.
 - Youth Safe Zones dedicated to young LGBTQ individuals and their allies, between the ages of 14-20.
 - Lambda Living Senior Lounge (a safe rest stop for senior attendees).
10. Final report. The Event Organizer must provide, within 30 days of the completion of the Event, a Final Report, detailing the following:
 - Third-party verification of Event outcomes including, without limitation, event attendance figures, media impressions generated by the event, and number of City of Miami Beach hotel room nights generated by the Event;
 - The implementation of the public benefit program, including statistics relating to how many residents, seniors, and children were served; and
 - Vendor and community feedback.

11. City shall receive sponsorship recognition on all media or promotional platforms related to the Event, at the same sponsorship level as other sponsors providing financial or other support comparable to the City's sponsorship. Event Organizer will also tag City on all Event-related postings on digital distribution platforms, also referred to as social media platforms. Event Organizer's Event-related postings shall include high quality content relevant to the Event and its targeted audiences. Digital distribution postings shall be issued in English and Spanish, wherever relevant.
12. Event Organizer will use logo provided by City on all Event-related advertising. This includes local television partners, social media campaigns, radio efforts, and local newspapers.
13. All promotional materials which include the City's name or logo, including, without limitation, advertising, telecasts, signage and social media publications shall be subject to City's **prior written approval**, which approval may be withheld at City's discretion. Event Organizer shall cease using all logos or other City marks upon the expiration of the Term. Additionally, City reserves the right to require the removal of its logo/marks from any promotional materials. This paragraph shall survive the expiration of this Agreement.
14. Event Organizer is responsible for the following:
 - a. Event Organizer shall arrange for vendor concessions inside the enclosed Event Site. All sales of soft drinks or other beverages must be in compliance with the City's Coca-Cola contract. Event Organizer will collect all proceeds from Event concessions. City shall have no responsibility, obligation or liability relating to vendor concessions. Event Organizer shall be solely responsible for ensuring that all vendors' services are provided in accordance with all applicable laws, including, without limitation, all food service, food handling, and alcoholic beverage and license regulations.
 - b. Event Organizer shall be responsible for handling all media vendors and organizations and will be solely responsible for handling all issues relating to the media vendors.
 - c. Event Organizer shall retain any and all rights to the Event, including any rights associated with Event-related apparel and/or product sales.
 - d. Event Organizer shall keep the City apprised, on a monthly basis, of its progress with respect to the activation of the Event. City, at its sole discretion, may monitor and conduct an evaluation of Event Organizer's implementation of the Event. Event Organizer agrees to cooperate with City to promptly address any deficiencies or concerns the City may have in connection with the Event.
 - e. Event Organizer hereby grants City a non-exclusive license and right to use the title of the Event or any footage of the Event, in connection with any City produced publication, including the City produced magazine or any City media outlets, such as MBTV. This section shall survive the termination or expiration of this Agreement.
 - f. Event Organizer shall purchase and obtain all required 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; at \$1,000,000.00 per occurrence, covering City, and all participants, no later than 10 days prior to the Event, and Event Organizer shall provide a Certificate of Insurance evidencing such coverage to the City's Risk Manager. Event Organizer shall also provide liquor liability insurance in the amount of \$1,000,000.00 and Host liquor liability insurance in the amount \$1,000,000.00. All insurance policies shall name City as additional insured and Certificate Holder.
 - g. Event Organizer shall obtain all applicable federal, state and local approvals, permits and licenses relating to the Event and any activities related thereto. Event Organizer

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 Event Organizer or to the Event Organizer's operation its business or other 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. Event Organizer shall promptly take corrective action to correct any City Code violation or notice of violation issued by any governmental agency with jurisdiction over Event Organizer. Further, Event Organizer agrees to comply with the terms and conditions of any lease, contract, or other grant agreement that Event Organizer may have separately entered into with the City, if any ("Other City Contracts"). Any failure by Event Organizer to comply with any provision of the City Code applicable to Event Organizer, or any breach or default by the Event Organizer 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 Event Organizer's breach or failure to comply with said obligations.

- h. Event Organizer shall indemnify 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 Event Organizer or its officers, employees, agents, servants, partners, principals or contractors, or Event Organizer's use of the Event Site. Event Organizer 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. Event Organizer 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.

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

- a. The following shall constitute events of default:
 - i. Any material misrepresentation, written or oral, made by Event Organizer and/or its representatives to City.
 - ii. Failure by Event Organizer to timely perform and/or observe any of the terms and conditions of this Agreement.
 - iii. Insolvency or bankruptcy on the part of Event Organizer.
- b. The occurrence of any event of default by Event Organizer may, at the sole option of City, 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 Event Organizer 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 ten (10) days written notice to Event Organizer. In the event of any such termination, City shall have no further obligation or liability to Event Organizer.
16. Event Organizer 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. Event Organizer shall keep accurate and complete books and records of all receipts and expenditures relating to this Agreement, in accordance with generally accepted accounting principles, and shall retain such books and records for at least four (4) years after completion of the Event. At the request of the City, Event Organizer shall provide the City (and/or its designated representatives) reasonable access to its files, records 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 Event Organizer related to this Event.
18. 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. 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. It is expressly understood and agreed that this Agreement is for the duration of this Event only and that Event Organizer has no right or privilege other than that expressly provided herein.
21. Event Organizer 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 Event Organizer. In no event shall Event Organizer 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.

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:

CITY OF MIAMI BEACH, FLORIDA


Rafael E. Granado
City Clerk

By: _____
Jimmy L. Morales
City Manager

Date

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

10/8/10

Date

NK

FOR EVENT ORGANIZER:

MIAMI BEACH GAY PRIDE, INC.

ATTEST:

By: _____

Print Name/Title

Print Name/Title

Date

Date

EXHIBIT "B"



MIAMIBEACH

City of Miami Beach Sponsorship

- Main Stage:
 - Permanent logo placement
 - Rotating logo on LED screen
 - Opportunity for city representative to participate in opening ceremonies (non-campaigning) on Sunday, April 7
 - Opportunity to display city imagery and branding on LED screen
- Marketing:
 - Recognition as Fireworks sponsor with the opportunity for:
 - City of Miami Beach representative to "flip the switch" from the main stage on Sunday, April 7
 - Main-Stage DJ platform logo placement
 - Main-Stage pre-approved crowd giveaways
 - Recognition/logo in 2019 Media PSAs which expect to include: NBC6, Telemundo 51, Atlantic Broadband (and possibly Comcast). Atlantic Broadband aired 3350 cumulative PSAs in 2018 reaching a potential of 525,313 viewers. NBC6 aired 200+ prime-time PSAs from mid-March through Pride for a total of over 1,235,000 total impressions. Media sponsorships forthcoming.
 - Name recognition/logo on promotional materials including advertisements, printed materials, website, Facebook, Twitter and Instagram
 - 1 rotating website banner ad: for 2018 Pride, we had 114,319 unique visitors, 153,011 sessions and 267,422-page views
 - Opportunity to speak at city hall flag raising ceremony on Monday, April 1
 - Opportunity to speak at post-pride appreciation event
 - Opportunity for city representative to speak and introduce Pulse survivor at Light up the Night ceremony on Monday, April 1
 - Formal recognition at VIP Gala including a 2-minute opportunity to speak to attendees
 - Opportunity for city representative to participate in pre-parade International Media Reception (non-campaigning) on Sunday, April 7

- Opportunity to supply pre-approved gift bag item for the 600 VIP gift bags
- Recognition on 2019 press releases
- Logo on 200+ Official Pride volunteer t-shirts
- 1 dedicated non-sales specific press release: 400 reporters from local, regional, national and international media outlets
- 4 dedicated non-sales specific email blasts to our 4,600+ subscribers (individuals and corporations)
- 4 dedicated non-sales specific Facebook posts to our 44,600+ followers
- 4 dedicated non-sales specific Instagram posts to our 4,000+ followers
- 4 dedicated non-sales specific Tweets on Twitter to our pride followers
- 1 full-page, full color preferred ad placement in digital and print Pride Guide. 10,000 guides will be distributed in South Florida approximately 3 weeks before Pride
- Name recognition/logo on step & repeat banners
- Parade:
 - 1 preferred placement parade entry: You will select your parade placement locations for maximum exposure
 - Formal grandstand recognition: special recognition by our Emcee who will personally market your participation from the grand stand stage when your parade entry pass by
 - 20 pre-parade exclusive (invitation only) media event tickets for the Grand Marshal(s), international media and large donors
- Festival:
 - Signage/marketing opportunities: you will be able to place up to 12 flutter flag banners throughout the festival grounds
 - Two 10' X 10' tented areas plus two 6' tables and 4 chairs
- VIP Passes:
 - 20 Presenting Sponsor passes which include:
 - Invitations to VIP Gala and possible meet & greet with Grand Marshal(s) at the VIP Gala on Friday, April 5
 - Access to VIP lounge on Saturday, April 6 and Sunday, April 7
 - Sunday reserved grand stand seating: located directly across from grand stand stage, you will be able to enjoy the 90+ parade participants as they pass by
 - Invitations to our January Soiree kick-off event
 - Additionally:
 - 16 invitations to the Miami Dade Gay & Lesbian Pride Spotlight Mixer on Tuesday, April 2

