

Date: 5/7/2021

Sponsor/Advertiser Name: Jackson Health System

Contact Person's Name: Madeline Barrios

Mailing Address: 1611 NW 12th Avenue

City: Miami

State: Florida

Zip Code: 33136

Is billing address same as mailing address? Yes No - If "No," please provide billing address:

Contact Numbers:

Office: (305) 585-7203

Cell:

Fax:

E-mail Address: mbarrios@jhsmiami.org

The Sponsor/Advertiser, Jackson Health System, hereby contracts to advertise via sponsorship or advertising with the City of Miami Beach ("City") under the following terms and conditions:

PACKAGE INCLUDES:

Annual Contract:

1) School Agenda Book Ad

- Full-page four-color advertisement inside front cover of 7300 school agenda books to be distributed to Miami Beach students.

2) MBFC Game Jersey Sponsor

- Logo prominently displayed on MBFC game jerseys for term of agreement.
- Promotional Field Banners-Two 6x8 ft banners hung for one calendar year at Flamingo Soccer Field and Flamingo Park Memorial Stadium.
- Static image with sponsor information at all three recreation centers in the City of Miami Beach for one calendar year. (Flamingo Park, Scott Rakow Youth Center, North Shore Park)

*Sponsor is responsible for providing all artwork by specified deadlines. City will be responsible for production and maintenance.

Total package Price: \$30,000 net- \$7,500 billed quarterly

All Payments Due Net 30

Initial 

ADVERTISING AGREEMENT TERMS AND CONDITIONS (The "Agreement")

1. **Artwork:** Sponsor/Advertiser will furnish completed high-resolution artwork, in camera-ready PDF or JPG format to City staff no later than thirty (30) business days prior to event date.
2. **Truth in Advertising:** Sponsor/Advertiser is solely responsible for any legal liability arising out of or relating to (1) the advertisement, (2) any material to which readers can link through the advertisement. Sponsor/Advertiser represents and warrants to the City that it holds any necessary rights to permit use of the advertisement and that publication of the advertisement will not violate any codes, statutes, or other laws, or any rights of any third parties.
3. **Litigation Jurisdiction and Venue:** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, the exclusive venue for the enforcement of this Agreement shall lie in Miami-Dade County. By entering into this Agreement, Sponsor/Advertiser and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. Sponsor/Advertiser shall specifically bind its employees, sub-contractors, and agents to the provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.
4. **Limitation on City's Liability:** The City desires to enter into this Agreement only if in doing so the City can place a limit on the City's liability for any cause of action of money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds \$1,000. Sponsor/Advertiser hereby expresses its willingness to enter into this Agreement with Sponsor/Advertiser's recovery from the City limited to a maximum amount of \$1,000. Accordingly, and notwithstanding any other term or condition of this Agreement, Sponsor/Advertiser hereby agrees that the City shall not be liable to the Sponsor/Advertiser for damages in an amount in excess of \$1,000 for any action or claim of breach of Agreement arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph 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.
5. **Attorney's Fees:** In the event that any party to this Agreement should seek legal or administrative recourse to enforce the terms of this Agreement, the breaching party shall be obliged to pay the prevailing party the reasonable attorney's fees and costs incurred by the prevailing party.
6. **Indemnification:** Sponsor/Advertiser agrees to indemnify and hold harmless the City and its officers, employees, and agents, from and against any and all actions, claims, suits, demands, setoffs, liens, attachments, debts, judgments, liabilities, losses, and expenses, including, but not limited to, attorney's fees and costs, for personal, economic, or bodily injury, wrongful death, loss of or damage to property, fraud, misrepresentation, or copyright or trademark infringement, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions, or other wrongful conduct of the Sponsor/Advertiser, its employees, agents, sub-contractors, or any other person or entity acting under Sponsor/Advertiser's control, in connection with the performance of the terms of this Agreement; to that extent, the Sponsor/Advertiser shall pay all such claims and losses and shall pay all such costs and judgments which may arise from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the City in the defense of such claims and losses, including appeals.
7. **Appropriateness:** Sponsor/Advertiser agrees that the City has the right to reject any advertisement or sponsorship deemed to be inappropriate to appear in an official publication or as a part of any event of the City, or that is in violation of the City's advertising policies. A copy of the City advertising policies is available upon request.
8. **Short Rating:** Failure of the Sponsor/Advertiser to fully perform on this Agreement will result in cancellation of the Agreement and Sponsor/Advertiser will be responsible for paying the difference between the originally contracted rate and the highest applicable rate. A new Agreement will be required in order to resume advertising. Current Sponsors/Advertisers will have the first right of refusal for advertising placement location should the Agreement expire and need to be renewed. 30 days written notice must be sent to the City for any cancellations or alterations to Agreement.
9. **Payment Terms:**
 - a. All payments are due within thirty (30) days of the date of invoice. If paid after that time, payment will be considered late. Late amounts will bear interest at the maximum rate allowed by law. Sponsor/Advertiser shall pay all applicable taxes. If any invoice is not timely paid, then the City reserves the right to suspend its performance at any time and/or cancel this Agreement without notice. In the event of such a cancellation, all charges for advertising since the 1st Run Date will be re-invoiced to reflect the Corrected Rate, as described herein. All disputes of any kind must be reported in writing to the City no later than 30 days from the date the invoice containing such disputed item, or such item will be deemed correct and conclusively accepted by Sponsor/Advertiser. Sponsor/Advertiser waives any claim after said 30-day period. Submission of a written dispute notice by Sponsor/Advertiser shall not relieve Sponsor/Advertiser of its obligation to timely pay all undisputed amounts. Credits, refunds or payments must be used or claimed within 1 year from the date of such credit, refund or payment or shall be deemed to have been earned and correctly applied or paid. Unless agreed in writing, multiple discounts shall not apply for the same advertising purchase. The City is not obligated to extend credit to Sponsor/Advertiser unless the City, at its sole discretion, chooses to do so, and notifies Sponsor/Advertiser in writing. If Sponsor/Advertiser breaches this Agreement, Sponsor/Advertiser agrees to pay all of the City's collection agency fees and expenses, investigation, court and litigation expenses along with attorney fees equal to the greater of: (i) 25% of the amount owed, or (ii) the amount awarded by the court.

- b. **Additional Terms and Conditions:** This Agreement is subject to: (i) the Citywide Advertising Policies, which are available upon request, (ii) the applicable rate card, and (iii) publication deadlines, policies and procedures, all as amended by the City from time to time. Rates may be amended by the City upon 30 days' written notice to Sponsor/Advertiser. Sponsor/Advertiser must consume and pay for the minimum commitment indicated herein within one year from the terms stated in the Agreement. If Sponsor/Advertiser fails to satisfy the Minimum Commitment, Sponsor/Advertiser shall not be entitled to the rates or discounts set forth herein and will be retroactively billed for all advertising during the Term at the applicable then current standard published rate card rate (the "Corrected Rate"). Sponsor/Advertiser will pay the City any such Corrected Rate balance immediately. Sponsor/Advertiser agrees to pay this Corrected Rate in addition to all amounts paid or payable by Sponsor/Advertiser under this Agreement. Payment of any Corrected Rate does not count toward the minimum commitment. This Agreement will be automatically renewed unless Sponsor/Advertiser submits a cancellation request in writing 30 days prior to renewal. Current Sponsor/Advertiser will have first right of refusal on all premium ad space and must submit cancellation in writing 5 days prior to the expiration of the Agreement, or items may be re-sold to another sponsor/advertiser.
10. **Earned Rating/Agreement Review:** No Sponsor/Advertiser will receive an automatic rebate on past advertising purchases solely by qualifying for a lower Earned Rate during the Agreement term. Revenue agreements are automatically renewed for successive 12-month periods at the Earned Level unless (i) Sponsor/Advertiser failed to meet the Agreement requirements in any 12-month period or (ii) either party gives written notice of cancellation at least 30 days prior to the anniversary date of the Agreement. The City reserves the right to review the volume of advertising placed on a quarterly basis and cancel this Agreement at its sole discretion, if advertising placed falls below the quarterly average of revenue needed to fulfill the twelve-month Agreement amount. The failure of the City to review the volume of advertising or cancel the Agreement for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustments.
11. **Ownership of Ads:** The City retains all rights of ownership in and to all advertisements designed or created by the City. Sponsor/Advertiser grants the City a non-exclusive license to publish all camera-ready advertisements provided by Sponsor/Advertiser (or provided on Sponsor/Advertiser's behalf) to the City. The City is not obliged to return ads or ad materials to Sponsor/Advertiser nor is the City responsible for any damage or loss to any ads, copy, drawings, art or any other materials provided by Sponsor/Advertiser.
12. **Copyrights:** Sponsor/Advertiser hereby grants a non-exclusive license to the City for all copyrights and ownership rights in any advertisement of Sponsor/Advertiser submitted for insertion in any publication of the City, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital or electronic medium. Sponsor/Advertiser authorizes the City to bring suit, in the City's discretion and at its expense, for any unauthorized use, reproduction, display, distribution, or performance of advertisement as it appears in any City publication or for its unauthorized alteration.
13. **Acceptance/Rejection of Advertising:** The City reserves the right to revise, alter, or reject any advertisement for any reason whatsoever, or to omit ads without notice. The City may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Sponsor/Advertiser will be excluded. Special position for advertising is not guaranteed but may be available for a premium and if agreed to in writing. NO advertising of alcohol, tobacco, illegal drugs, sexual services, programs, or products, political candidates or political issues, obscene or indecent matter, or libelous, slanderous or defamatory language will be accepted. **ALL ADS ARE SUBJECT TO THE CITY'S APPROVAL.**
14. **Publication Errors and Omissions:** The City is not liable for any omission of all or any portion of any ad, nor is the City responsible for orders, cancellations, or corrections given by telephone, or facsimile. The City is also not liable for any error in a published ad unless an advertising proof is requested in writing, Sponsor/Advertiser clearly marks any error in the advertising proof for corrections, and the City is notified of the error in sufficient time before publication, in which case Sponsor/Advertiser's sole remedy is an appropriate credit to the extent of the error up to the cost of the first insertion of the error (if there is more than one incorrect insertion, credit shall be allowed only for the first incorrect insertion).
15. **Reservation of Rights Regarding Mechanical Specifications:** The City reserves the right to alter any advertising material due to press/production requirements for any City publication. This reservation of right includes the City's right to reduce the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Advertising will be billed based on the space reserved/ordered.
16. **Force Majeure:** If either party is unable to perform any obligation hereunder by reason of any events beyond such party's reasonable control, including but not limited to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout, or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other party. In the alternative, the parties may mutually agree to extend this Agreement in writing.
17. **Limited Licensing Rights:**
- a. **Grant of Rights.** During the term, Sponsor/Advertiser will have the limited, non-exclusive, right to use all marks and logos, including any event marks and logos ("Marks"), on a royalty-free basis, in promotions, advertising, and website identification, for the purpose of leveraging Sponsor/Advertiser's position. Sponsor/Advertiser must obtain the prior written approval of the City as to all proposed promotional, advertising, identification or other materials prepared by

Sponsor/Advertiser pursuant to this paragraph prior to their publication, circulation, or display. Sponsor/Advertiser shall place the indicia "®" or "TM" next to each use of any Mark.

- b. **Term.** This limited license is granted for the Term provided on page 1 hereunder, which includes for the duration of the Event. At the expiration of the Term, all rights and privileges granted to Sponsor/Advertiser by this limited license shall immediately and automatically terminate, provided, however, that where an Agreement is automatically renewed pursuant to Paragraph 9, hereof, then the limited license granted herein shall be automatically extended to correspond to the duration of such automatic renewal.
- c. **Goodwill.** Sponsor/Advertiser recognizes the great value of the goodwill associated with the Marks. Sponsor/Advertiser acknowledges the City's exclusive right, title, and interest in and to the Marks and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest.
- d. **No Assignment.** This limited license and all rights and duties hereunder are personal to Sponsor/Advertiser and shall not be assigned, mortgaged, sublicensed, or otherwise encumbered or transferred by Sponsor/Advertiser or by operation of law.

18. No Joint Venture: This Agreement does not authorize Sponsor/Advertiser to do business under the name of the Event or the "City of Miami Beach" or any name similar thereto, or to enter into any agreements of any type in the name of, or on behalf of any of these parties. The Sponsor/Advertiser is not empowered to state or simply imply, either directly or indirectly, that Sponsor/Advertiser or its activities, other than pursuant to the limited license permitted in paragraph 1 hereof, are supported, endorsed, or sponsored by the City and, upon the direction of the City, Advertiser shall issue express disclaimers to that effect. Nothing herein shall be construed to place the parties in the relationship of partners or parties to a joint venture, nor shall any similar relationship be deemed to exist between them.

19. Notices: Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, facsimile with confirmation receipt, overnight courier, or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent.

a. Notices to the City shall be sent to:
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, FL 33139
 Attention: Jennifer Seoanes
 Marketing & Communications Department

b. Notices to Sponsor/Advertiser shall be sent to:
 Madeline Barrios
 Address: 1611 NW 12th Avenue
 City/St/Zip: Miami, FL 33136
 Attention: Madeline Barrios
 Phone: (305) 585-7203

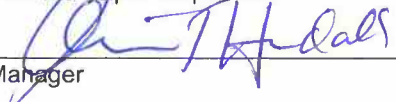
20. Waiver: The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall be deemed to have been made unless expressed in writing by such party.

21. Additional Term for Trolley Advertising: The City shall not be liable to Sponsor/Advertiser for any reduction in advertising that is due to the removal of a trolley vehicle from service for maintenance or repairs for a period of less than seven (7) days at a time. However, if a trolley vehicle is taken out of service for maintenance or repairs for a period of seven (7) or more days at a time, then Sponsor/Advertiser may request from the City, in writing, an extension of this Agreement for a period of time equivalent to the duration of the interruption, which request shall be considered by the City Manager and may be approved at the Manager's discretion, provided that such approval shall not be unreasonably withheld, conditioned, or delayed.

22. Entire Agreement. This Agreement supersedes all prior negotiations, understandings and agreements between the parties hereto and constitutes the final and complete understanding of the parties regarding the subject matter hereof, and both parties acknowledge and agree that neither party has relied on any representations or promises in connection with this Agreement not contained herein. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective authorized officials, this date and year first above written, which shall be the date on Page 1 of this Agreement.

CITY OF MIAMI BEACH
A Florida Municipal Corporation



City Manager

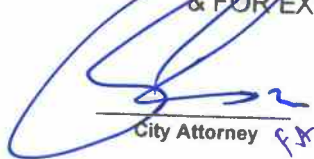
SPONSOR/ADVERTISER: _____

Print Name / Title

Signature

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Initial 



City Attorney

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Date