

2021 AMERICAN BLACK FILM FESTIVAL - SPONSORSHIP AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of November 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 ABFF Ventures, LLC a California for profit corporation, with offices at 4111 West. Alameda Avenue, Ste 501 Burbank, CA 91505("Event Organizer") (altogether, the "Agreement").

WITNESSETH:

WHEREAS, the City desires to sponsor the 2021 and 2022 "American Black Film Festival" (the "Event"), special events that will take place virtually from November 3-28, 2021 and in numerous Miami Beach venues, on or about June 15-19, 2022 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, at its July 23, 2021 meeting, the Finance and Economic Resiliency Committee recommended the following action relating to the Events: (1) a City sponsorship funding in the amount not exceed \$100,000 for the 2021 Event and \$100,000 for the 2022 Event; and (2) further approving and authorizing the City Manager and City Clerk to execute a sponsorship agreement; and

WHEREAS, the City's sponsorship funding for the Event is to be paid directly to Event Organizer, as more particularly set forth herein, 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 2022 year 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 "American Black Film Festival". 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 "American Black Film Festival".
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 provide Event Organizer with sponsorship funding in an amount not to exceed a total of \$200,000.00; 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 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:
 - a) Educational Seminars – Event Organizer will curate and produce a semiannual seminar series entitled "The Business of Hollywood," featuring leading executives in the film and television industry. The program geared towards students/young adults and will educate them about the inner workings of the industry and provide career insight.
 - b) Curatorial Services – Event Organizer will also serve as an advisor to guest curator for the Soundscape Cinema Series during the 2021-2022 season(s) in their efforts to curate African American/Black films throughout the season
 - c) ABFF Job Fair – Event Organizer will host a one-day job fair to recruit local professionals and volunteers to work the upcoming film festivals.
 - d) Festival Discounts – Event Organizer will offer City residents a 15% discount on the purchase a predetermined number of festivals passes and event tickets for the festivals.
- 1.d.1. Movie Tickets
- i. 20 free general admission resident tickets;
 - ii. Resident ticket discounts;
 - 15% discount for general admission tickets for Miami Beach residents;
 - a. Free general admission tickets for all active military; and
 - b. 50 free general admission tickets for seniors
 - i. Senior tickets to be provided to the City Manager's office, to be dispersed as per the City's comp ticket policy.
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 with proven method of collection, media impressions generated by the event, photos and videos of 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 how this program was marketed and communicated to the residents; and
 - Vendor and community feedback.
11. **Marketing.** 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 within forty-eight (48) hours of receipt**, which approval may be withheld at City's discretion which shall not be unreasonably withheld. 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. For approvals, please send all collateral to the Director of the Tourism and Culture department. 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 beverage sponsorship 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. Prohibitions Regarding Sale or Use of Expanded Polystyrene Food Service Articles, Single Use Plastic Beverage "Straws, And Single-Use Plastic Stirrers.
- A. Event Organizer hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Event Organizer shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code

Section 82-7) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Event Organizer.

B. Additionally, Event Organizer agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Event Organizer shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Event Organizer from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

C. As additional consideration for this Agreement, independent of the of the foregoing Sections 82-7, 82-8 and 46-92(c) of the City Code, as may be amended from time to time, Event Organizer agrees:

15.C.1. not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles in the Facility. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Event Organizer; and

15.C.2. not to sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers in the Facility. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, Event Organizer shall be permitted to providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

16. 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.
17. Assignment. 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.
18. Audit and Inspections. 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.
19. Inspector General Audit Rights
- (A) 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.
- (B) 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 Event Organizer, 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.
- (C) Upon ten (10) days written notice to the Event Organizer, the Event Organizer 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 Event Organizer, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Event Organizer'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.
- (E) The Event Organizer 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 Event Organizer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Event Organizer 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.
- (F) The provisions in this section shall apply to the Event Organizer, its officers, agents, employees, subcontractors and suppliers. The Event Organizer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Event Organizer in connection with the performance of this contract.
- (G) 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 Event Organizer or third parties.
20. 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.
21. 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.
22. 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.
23. 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.
24. City's right to suspend activities or remove persons from event site: The City Manager shall have the authority to suspend all or any part of the activities of Event Organizer when, in the City

Manager's sole judgment and discretion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by Event Organizer, its agents or employees, which conduct is not corrected within forty eight (48) hours of written notice to Event Organizer. City reserves the right through the City Manager, to suspend or terminate use of the Property if visitors become unruly, and to reject any sponsor, presentation, material or item which is or may be, in the sole opinion of the City Manager, hazardous, offensive, immoral or disparaging to the image of the City, or to any person or group of persons. The decision of the City Manager in such regard shall be final, binding and conclusive.

25. NOTICE: Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

CITY:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

EVENT ORGANIZER:
ABFF Ventures LLC.
a California For Profit Corporation
c/o Jeff Friday
4111 W Alameda Ave, Suite 501,
Los Angeles, CA 91505

26. CORPORATE STATUS: This Agreement shall automatically terminate if, within thirty (30) days from execution of this Agreement, Event Organizer does not provide City with proper certification from the State of Florida that Event Organizer has registered to do business in the State of Florida.

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: _____
Alina T. Hudak
City Manager

Date

FOR EVENT ORGANIZER:

ABFF VENTURES LLC.

ATTEST: _____

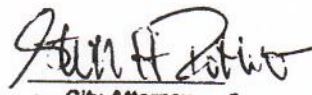

By: _____


Nicole Friday
Print Name/Title

JEFF FRIDAY / CEO
Print Name/Title

11/4/21
Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

11/02/21
Date

EXHIBIT A
SPONSORSHIP BENEFITS AND RIGHTS

- 1) **Marketing (Pre-Festival)**: In connection with the pre-Festival Marketing, Sponsor will receive:
 - a) Outdoor: Logo inclusion in outdoor advertisements promoting the festival.
 - b) Email: Inclusion in all e-mail advertisements promoting the festival
 - c) Website:
 - i. Right to place a 728 x 90 static banner on the festival Website. The banner will rotate on with other sponsors on designated pages within the website.
 - ii. Sponsor logo and company boilerplate on Sponsor page of festival Website.
 - c) Direct Mail: Sponsor logo placement on promotional postcards to be distributed at ABFF Partner events and via targeted mailings (distribution 30,000+) conducted after the commencement of this agreement.

- 2) Social Media Campaigns - Two (2) dedicated social media post across ABFF social media assets.

- 3) **On-Site Branding**: During the Festival, Sponsor shall be entitled to receive the following on-site branding and presence:
 - a) Venue Branding: Sponsor logo will be prominently displayed on pop up banners (Welcome banners) placed in high trafficked areas of the key festival venues – host hotels and official screening venues.
 - b) Film Screening Pre-Roll Commercial: Right to play a thirty-second (30) video prior to all film screenings.
 - c) Festival Signage: Sponsor logo will be included on festival event screensavers, in such location as designated by ABFFV.
 - d) Program Guide: One (1) full-page color ad in the Festival's digital Program guide.

- 3) **Festival Credentials & VIP Hospitality**: Sponsor will be entitled to receive access to Festival activities as follows:
 - a) Ten (10) Sponsor badges allowing VIP entry to official festival events.
 - b) Five (5) Reserved seating for Opening Night Film.
 - c) Invitation for up to two (2) guests to attend the Founder's Brunch (or similar VIP event).

- 4) **Public Relations**:
 - a) Opportunity to include a quote from a City Official in the festival's announcement release.
 - b) Opportunity for a City Official to make Welcome remarks during the Opening Night ceremony and the Founder's Brunch (similar event) attended by corporate partners.