

## **“WingFest” Sponsorship Agreement**

This Sponsorship Agreement (“Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) is by and between Margate Community Redevelopment Agency (the “CRA”), and My Family Matters Foundation, Inc., (the “Foundation”) (either may be referred to individually as “Party”, or collectively as “Parties”).

### **W I T N E S S E T H:**

**WHEREAS**, the Margate Community Redevelopment Agency (the “CRA”) owns the Covered Sports Field in the City of Margate, Florida, and desires to permit the Foundation to host “Doc Reno’s WingFest on June 17, 2023, at the Covered Sports Field (“WingFest”); and

**WHEREAS**, the CRA wishes for Foundation to provide on-air and social media advertising and promotion for the WingFest as more fully described herein, and Foundation agrees to provide such advertising and promotion; and

**WHEREAS**, WingFest will begin at 5:00pm EST on June 17, 2023, and end at 11:00pm EST (“Day”); and

**WHEREAS**, this Agreement serves both a municipal and public purpose, and is consistent with the CRA’s Community Redevelopment Plan.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties agree as follows:

### **Article 1 – Term**

**1.1 Term.** This Agreement will commence on the Effective Date and will expire upon the conclusion of WingFest on June 17, 2023, at 11:00pm EST (“Term”).

### **Article 2 – Sponsorship**

**2.1 Sponsor Covenants.** Foundation agrees to provide the following advertising and promotion for the WingFest:

- 2.1.1. On air promotion as follows: Two hundred (200) recorded promos on BIG 105.9 to run from May 22, 2023 through June 17, 2023 that provides for the promotion of the CRA and WingFest.
- 2.1.2 Commercial Campaign – Forty (40) thirty second (:30) commercials to run on BIG 105.9 in May and June, 2023 with a matching number of commercials to run on the iHeart Radio app.
- 2.1.3 Digital Campaign – Utilize the CRA logo and link on WingFest splash page on IHeart station websites.
- 2.1.4 E-Blasts – Include the CRA and WingFest logos on eight (8) e-blasts to the BIG 105.9 database.
- 2.1.5 Social Media – Include the CRA and WingFest logo on eight (8) social media posts.

**2.2 CRA Sponsorship.** In consideration of the Foundation providing the advertising for the WingFest, the CRA agrees to pay for the following in association with the WingFest:

- 2.2.1 Pay for any rental charge for the Covered Sports Field that is charged by the City of Margate for the WingFest event.
- 2.2.2 Pay for the cost for the use of the City of Margate's Mobile Stage during the WingFest.
- 2.2.3 Pay for any City of Margate Police Department Detail required for the WingFest event.
- 2.2.4 Pay for any City of Margate Fire Department Detail required for the WingFest event.
- 2.2.5 Pay for any City of Margate Parks and Recreation labor required for the WingFest event.

### **Article 3 – Intellectual Property**

**3.1 Trade Name Use.** Each Party grants the other a royalty-free, exclusive license to use the trademarks and logos of the other Party ("Marks"), where such use is to be limited to the sponsorship of WingFest. The Parties will not use any of the other Party's Marks without express written consent prior to each such use. The Parties will not use any of the other Party's Marks in a way which would cause any person to reasonably infer, or would otherwise convey the impression, that the Parties are in any way affiliated with, or otherwise acting on behalf of each other. The Parties acknowledge that the provisions of this paragraph do not convey any ownership interest in the other Party's Marks. To the extent that the Foundation utilizes the CRA's logo or seal on any promotional materials, the Foundation shall provide samples to the CRA Executive Director for approval prior to WingFest.

### **Article 4- Representations and Warranties**

**4.1 Warranties.** Each Party represents that it will execute the terms of this Agreement and create any deliverables in compliance with all applicable federal, state, and local laws and regulations of all applicable jurisdictions. The Parties also represent amendments to this Agreement will be made in such a manner so as not to cause the other party to be in violation of any laws.

### **Article 5- Indemnification**

5.1 Foundation will indemnify the CRA and its officers, directors, employees, subcontractors and agents (hereinafter, "**CRA Indemnities**") from any liability, damage, loss or expense which may arise out of any claim, suit, action, demand or judgment against a CRA Indemnity resulting from:

- 5.1.1 A material breach by Sponsor of any of its representations or obligations in this Agreement; *or*

- 5.1.2 Any gross negligence or willful misconduct of Sponsor or any of its officers, directors, employees or affiliates. Notwithstanding the foregoing provision, Sponsor's obligation to indemnify CRA Indemnities will not apply if such claim arises in whole or in part from any negligence or willful misconduct of CRA Indemnities.

## **Article 6 – Termination**

**6.1 Force Majeure.** Notwithstanding any other provision of this Agreement, neither party will be liable for its failure to perform its obligations if such failure to perform is caused by events or circumstances beyond its reasonable control including, but not limited to: Acts of God (including fire, flood, hurricane, or other natural disaster), war, terrorism or threat of terrorism, riot, government act or restriction, or casualty (any such event, a “**Force Majeure Event**”).

**6.2 Force Majeure Event Notice.** If either Party reasonably anticipates it will not be able to perform any obligations due to a Force Majeure Event, then the affected Party must give prompt written notice to the other Party.

**6.3 Force Majeure Termination.** Either Party may terminate the Agreement in the event performance is prohibited or such Party reasonably anticipates that a Force Majeure Event will prohibit its performance. If WingFest is cancelled due to a Force Majeure Event, this Agreement shall terminate.

**6.4 Willful Termination.** This Agreement may be terminated prior to the expiration of the Term by either Party if the other Party is in breach of any material provision of this Agreement and (1) such breach is not cured within ten (10) days after receipt of written notice of the breach; or (2) if such breach requires more than ten (10) days to cure, the breaching Party fails to commence the cure and thereafter diligently complete the cure within a reasonable period of time.

## **Article 7 – General Provisions**

**7.1 No Partnership or Joint Venture.** The Parties do not intend to create a partnership or joint venture under this Agreement.

**7.2 Successors and Assigns.** Neither Party may assign this Agreement without the other Party's written consent. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors.

**7.3 Governing Law, Attorney's Fees, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. In connection with any proceeding relating to this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorneys' fees throughout all trial and appellate proceedings from the other party. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in a federal or state court in Broward County, Florida, as applicable.

**7.4 Notices.** All notices shall be given in writing either by personal delivery, electronic mail or first-class mail, with prepaid postage to the respective addresses of the Parties listed in the signature block below.

**7.5 Merger.** This Agreement, including all schedules, exhibits, amendments and attachments hereto, represents the complete and final understanding of the Parties and supersedes all other agreements, either oral or in writing, between the Parties.

**7.6 Entire Agreement: No Amendment: No Waiver.** This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior agreements of any kind and no other agreement shall bind the parties except as expressly set forth herein. This Agreement may be only amended or otherwise modified in writing executed by both Parties. No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.

**7.7 Miscellaneous.** Headings are intended for convenience only and in no way should be considered in interpreting this Agreement. If any provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement will be valid and shall be enforced to the fullest extent possible. This Agreement may be executed in any number of counterparts and all executed counterparts will constitute one Agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart. The individuals whose signatures appear below represent that they are authorized representatives of the corporations or entities on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year first above written.

**MY FAMILY MATTERS FOUNDATION, INC.**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

**MARGATE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_

TOMMY RUZZANO, Chair

ATTEST:

\_\_\_\_\_  
CALE CURTIS, EXECUTIVE DIRECTOR