

50 PLUS STATEWIDE SENIORS DOMINO GAMES AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 2019, by and between:

CITY OF MARGATE
5790 Margate Blvd.
Margate, FL 33063
(hereinafter referred to as "CITY")

And

50 Plus Statewide Seniors Domino Games, Inc.
2769 NW 36th Avenue
Lauderdale Lakes, Florida 33311
(hereinafter referred to as "HOST ORGANIZATION")

- CITY:** Sponsorship by CITY, subject to approval by the City Commission, will include the following:
- Promotion of the event within the City of Margate on existing CITY communication platforms.
 - Parks and Recreation employees to assist with, but not be responsible for, clean-up of the NWFP Senior Center after the Event.
 - Mayor will be granted an opportunity to be on the radio to promote the event.
 - Mayor, Vice Mayor, and Commissioners may assist in presentation of the awards.
 - CITY will be featured in the press release and any photo opportunities.
 - CITY will be listed as Sponsor when promoting the next Domino game, scheduled for February 21, 2020 game to residents of that city.

Northwest Focal Point Senior Center (NWFPSC): NWFPSC District Board approved a resolution on September 18, 2019, during the NWFPSC Board Meeting, providing for a waiver of the rental fee for the use of the NWFPSC, located at 6199 NW 10th Street, Margate, FL, for the domino event on December 7, 2019.

HOST ORGANIZATION: HOST ORGANIZATION shall comply will all applicable laws in the operation of the EVENT, including but not limited to Florida Statutes and City Code. HOST ORGANIZATION shall not charge a fee for participation in the domino games but may charge fees for food and other items provided by the HOST ORGANIZATION. HOST ORGANIZATION will be responsible for returning the space provided at the NWFP Senior Center in the same condition as provided.

INDEMNIFICATION: To the extent permitted by Florida law, HOST ORGANIZATION agrees to indemnify, defend, save, and hold harmless the CITY, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the HOST ORGANIZATION and persons employed or utilized by the HOST ORGANIZATION in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

VENUE: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

WAIVER OF JURY TRIAL: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

NO WAIVER: No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

CITY OF MARGATE

Anthony N. Caggiano, Mayor

____ day of _____, 2019

Cale Curtis, City Manager

____ day of _____, 2019

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

____ day of _____, 2019

Janette M. Smith City Attorney

____ day of _____, 2019

50 Plus Seniors Domino Games, Inc.

Nyoka Stewart, President

____ day of _____, 2019