



High Impact Special Event Co-Sponsorship Agreement Coversheet

Please read this sheet in its entirety prior to executing the attached agreement.

1. The PRESIDENT, CHAIR, or CEO of the entity must fully execute (including his/her corporate title) the Co-Sponsorship Agreement.
2. The PRESIDENT, CHAIR, or CEO's corporate title must be reflected in the corporate filing on record with the State of Florida Secretary of State.
3. If the person signing the document is NOT the PRESIDENT, CHAIR, or CEO of the entity, that person must provide proof of signature authority in the form of a corporate resolution or other document deemed acceptable by the City.
4. The Co-Sponsorship Agreement contains an ESTIMATE of the costs of City services. The entity will be invoiced for the ACTUAL costs of City services after the event for any services rendered outside of what is provided in the signed agreement.

In you have any questions, please contact program administrator at 727-444-8324.

City of Clearwater High Impact Special Event Co-Sponsorship Agreement

THIS AGREEMENT is made and entered into on this ____ day of _____, _____, by and between the CITY OF CLEARWATER ("City"), FLORIDA, a Florida Municipal Corporation, P.O. Box 4748, Clearwater, Florida 33758-4748, and <Name of Organization>, <Address>.

WHEREAS, the City wishes to promote recreation and leisure activities within the City;

WHEREAS, the Promoter desires to produce the event described in the Co-Sponsored Event Application, completed, and signed by the Promoter;

WHEREAS, the City Council has designated the following described event as a High Impact Co-Sponsored Event.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **SPONSORSHIP.** The Promoter shall produce the <Name of Event> event to be held at <Location of Event> in Clearwater on <Dates of Event>. **This Co-Sponsorship agreement is not associated with the special event application, submission, checklist items, nor anything related to the event being approved through existing City of Clearwater Special event processes.** The Promoter shall use the name and approved logo of the City of Clearwater as a named sponsor of the Event on any and all produced promotional materials.
2. **CITY SERVICES AND CONTRIBUTIONS.** The City's co-sponsorship of the Event will only include the terms and conditions included in this Agreement, which includes in-kind city services and equipment provided by City staff only. The figures are estimates and reflect both hours of labor as well as any estimated materials cost provided. The itemized list of City services and contributions is set forth in Exhibit A.
3. **PROMOTER COSTS AND CONTRIBUTIONS.** The city will cover in-kind expenses up to the amount approved by city council for the designated event based on event details provided by the Promoter via the Co-Sponsorship Application. If event details are not provided within a reasonable amount of time the city reserves the right to estimate costs based on industry standards and staff recommendations. There will be no exchange of monies between the City and the Promoter unless additional fees apply. If in-kind services provided by the city exceed the amount approved by city council, the Promoter will be responsible for paying the difference. Any invoices received from the city of Clearwater must be paid within the time frame allocated on the invoice to remain in good standing with the city and be eligible for future co-sponsorship, if applicable. Race organizers will be required to pay a .25 per runner/walker post-race fee regardless in level of co-sponsorship. See exhibit B for additional details.

4. LEVEL OF CO-SPONSORSHIP: This co-sponsorship is not intended to cover all event expenses. All event expenses must be paid by Promoter. The level of co-sponsorship from the city will vary from event to event based on a number of factors such as anticipated attendance, venue, and event details.
5. TERMINATION. The City may terminate this Agreement and cancel the event at any time if the promoter fails to pay the amounts due to the City or provide insurance required by the City.
6. APPLICABLE LAW & VENUE. The Parties agree that this Agreement shall be interpreted under the laws of the State of Florida. The venue for any proceeding or suit in law or equity arising from or incident to this Agreement will be in Pinellas County, Florida.
7. COMPLIANCE WITH STATE, FEDERAL, LOCAL LAWS AND PERMITTING REQUIREMENTS. The Promoter shall comply with all applicable state, federal, and local laws. The Promoter shall also comply with all requirements set forth in the Co-Sponsored Event Application and all applicable City policies, rules, and procedures. All applicable permits and licenses must be obtained. Proof of such must be provided to the City prior to the Event. The Promoter shall bear all costs associated with required permits or licenses unless stated otherwise in this Agreement.
 - a. If the Promoter is using the BayCare Sound the Promoter agrees to comply with all laws and regulations the City is obligated to abide by as a government entity including but not limited to the Promoter will not implement or enforce any rules that violate a citizen's constitutional rights.
8. INSURANCE. The Promoter shall, at its own cost and expense, acquire and maintain during the duration of the Event, sufficient insurance, or self-insurance, to adequately protect the respective interest of the Parties. The coverages and policy limits required by the City are outlined on the city Special Event website.

The Promoter shall provide the City with a certificate of insurance that meets all necessary requirements as determined by staff at least fifteen (15) days prior to the Event.

If alcohol is present as part of the event the Promoter shall be required to obtain liquor liability insurance naming the City as additionally insured with coverages and policy limits as required by the City for the Event. The Promoter will provide the City with a copy of its current license to sell alcoholic beverages issued by the State of Florida Division of Alcoholic Beverages and Tobacco. This is required whether alcohol will be sold, served and/or consumed on city property.

9. INDEMNIFICATION. The Promoter agrees that it will indemnify and hold harmless the City, its officers and employees from all liabilities, claims, demands, damages, losses, and costs to the extent caused by the Promoter, its officers, employees, volunteers, or agents, or due to any unsafe condition caused by the Promoter, its officers, employees, volunteers, or agents.

10. **RIGHT TO SUSPEND.** The City reserves the right to immediately suspend this Agreement, including the Promoter's right to produce the Event and the City's commitment to provide City services, by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, or the City Manager determines that such a suspension is necessary to protect the public health, safety, or welfare.
11. **FUTURE EVENTS.** The City, in its sole discretion, shall have the right to withhold co-sponsorship of future events held by the Promoter or any of the principals of the Promoter if a) the Promoter fails to comply with any provision of this Agreement; b) any outstanding balance for City Services or for damage/destruction of City property has not been paid 30 days after the date of invoice; or c) the City is in litigation with the Promoter or any of the principals of the Promoter.
12. **DAMAGE TO CITY PROPERTY.** In the event any City property is damaged while the premises is under the control of the Promoter, the City will invoice the Promoter for the actual costs and labor, if applicable, to repair or replace the damaged property, and the Promoter shall pay that invoice within 30 days after the date of the invoice.
13. **NON-DISCRIMINATION.** The Promoter shall not discriminate against any person on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or any other protected class during the organizing, planning, or production of the Event.
14. **BOOKS, RECORDS, FINANCIAL STATEMENTS.** The Promoter shall provide an itemized financial statement of expenditures and revenue from the Event to the City 15 days after the conclusion of the Event. The Promoter shall maintain books and financial records of the Event for a period of five (5) years from the date of the Event, and at the City's sole option, permit the City to audit the Promoter's books and financial records of the Event at a mutually agreeable time and location.
15. **FUTURE CO-SPONSORSHIP.** The Promoter shall provide all required documents, pay all invoices, and complete post event survey within 30 days to be eligible for future co-sponsorship. In addition, promoter must adhere to all park rules, and city policies to remain in good standing with the city of Clearwater.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written.

[NAME OF PROMOTER]

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

Countersigned:

CITY OF CLEARWATER

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Parks & Recreation Director

**“EXHIBIT A”
City of Clearwater Sponsorship**

Item	Quantity
Parks and Recreation	\$ XXX
Clearwater Fire (EMS & Life & Safety/Inspection)	\$ XXX
Clearwater Police	\$ XXX
Solid Waste	\$ XXX
Parking	\$ XXX
TOTAL ESTIMATED LEVEL OF CO-SPONSORSHIP (Maximum)- City Services	\$XXX

Public Communications In-Kind Services

If you have submitted your special event application AND been approved with a co-sponsorship application, we will work with you to ensure details are included when able to do so.

Social Media Posts: Regularly post updates and announcements about the event on the city's social media channels. Event organizer to provide content, imagery and branding guidelines.

Press Release: Distribute a press release provided by event organizer to local media outlets to generate media coverage.

Community Groups: Provide information to relevant community groups that the city has an existing relationship, neighborhood coordinator and employees who have significant interactions with the public.

Event Webpage: Develop an event webpage on the city's website.

Citywide E-Newsletter: Include event title, date and details in the regular citywide newsletter.

City Print Publications: Include event listing in MyClearwater Magazine and Sunshine Lines Utility Bills Stuffer when space is available.

Digital Displays: For events occurring in Coachman Park, add image to digital displays. When appropriate, add event photo to council slideshow.

Social Media Digital Ads: If appropriate and available, invest in targeted digital advertising on social media platforms to reach a wider audience per council approved co-sponsorship request document. Departments may provide additional funds and they shall be reported to the Special Events department.

Event Photography: If appropriate and available, capture high-quality photos of the event for promotional purposes and documentation via city or hired photographer.

Standby PIO for emergencies: If appropriate and available, assign a Public Information Officer to be available during the event for any emergencies or media inquiries.

Autodialer: If appropriate, send out automated calls to residents and businesses to inform them about the event impact. Note, this is not a promotional call.

Post-Event Photo Recap: If appropriate and available, city will post event recap on social media with photos or video.

“EXHIBIT B”
Promoter Contributions

Media & Marketing

- Logos in promotional spots as part of <Name of Event> media sponsorships, including TV, Broadcast, digital, daily and weekly print, as determined by <Name of Event> media buy.
- Official Designation Status: “In Partnership With”.
- Prominent Placement of City of Clearwater logo on event posters/banners
- Approved city logo representation on event and organization website/social media pages
- Presence at the event
 - o PA announcements drawing attention to Sponsor’s participation.

Other

- <Event Tickets Type and Quantity>, if applicable, for city officials to be provided to Program Administrator for distribution
- Organizer will provide the value per ticket to the Parks & Recreation Department at time of ticket distribution for tax reporting purposes.