

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the "Agreement"), made and entered into this February 12, 2024 (the "Effective Date") by and between The City of Clearwater, Florida, a municipal corporation of the State of Florida with an office address 100 South Myrtle Avenue, Clearwater, FL 33756 ("Entity") and BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies with an office address at 2985 Drew Street, Clearwater, Florida 32759 ("Sponsor" or "BayCare"). Entity and Sponsor are sometimes together referred to herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS the Entity owns The Sound music venue (further described in Section 2) located inside Coachman Park (defined below) referred to as "The Sound" (the "Facility"); and

WHEREAS, Entity has the right to sell Naming Rights and other sponsorship and associated rights to the Facility and Coachman Park; and

WHEREAS, Sponsor desires to purchase Naming Rights to the Facility and certain associated rights with respect to the Facility and Coachman Park, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Naming Rights to the Facility and certain associated rights to the Facility and Coachman Park to the Sponsor, in consideration for the covenants and agreements set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

"Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person whether by ownership, contract, or otherwise. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Base Term" has the meaning set forth in Section 3(a).

"Coachman Park" means the 19-acre park located in Downtown Clearwater next to the Clearwater Main Library and Clearwater Harbor Marina, with an address of 301 Drew Street, Clearwater, Florida 33755.

“**Contract Year**” means each twelve (12) month period beginning on the Effective Date and each anniversary thereof.

“**Contract Year of Termination**” has the meaning set forth in Section 25(d)(iii).

“**Direct Competitor**” means any Healthcare System (as defined below).

“**Effective Date**” means _____, 2024.

“**Entitlements**” means the entitlements set forth in **Exhibit B**.

“**Entity**” has the meaning set forth in the Preamble.

“**Entity Default**” has the meaning set forth in Section 25(c).

“**Entity Trademarks**” means Entity’s name or other logos or trademarks, as set forth in Section 16(a).

“**Exclusive Category**” means, with respect to the Facility and Coachman Park, the Healthcare System category. The Parties acknowledge and agree that Entity may not enter into another exclusive sponsorship agreement with a Person who offers products or services set forth in the Exclusive Category.

“**Extended Term 1**” has the meaning set forth in Section 3(b).

“**Extended Term 2**” has the meaning set forth in Section 3(b).

“**Facility**” has the meaning set forth in the Recitals.

“**Facility Developments**” means any facility, or any portion thereof, that is planned, developed, and/or constructed at, or in association with, the Facility after the Effective Date.

“**Facility Domain Name**” has the meaning set forth in Section 15(a).

“**Facility Logos**” has the meaning set forth in Section 10(a). The Facility Logo shall also include any future changes to the Facility Logo, in accordance with this Agreement.

“**Facility Manager**” means any Person, other than Entity, that operates or manages the Facility or any portion thereof.

“**Facility Manager Event**” means any ticketed event open to the public during the Term of this Agreement that is scheduled, organized, promoted, and produced by the Facility Manager.

“**Facility Social Media Accounts**” has the meaning set forth in Section 15(b).

“**Facility Trademarks**” has the meaning set forth in Section 14(a).

“**Force Majeure Event**” has the meaning set forth in Section 30.

“Healthcare System” means a facility or network of facilities with an organized medical staff, with permanent facilities that include inpatient beds with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment primarily for, but not limited to, acutely ill patients and accident victims, to provide treatment for patients with mental illness, or to provide treatment in special inpatient care facilities. For the purpose of this Agreement, Healthcare System shall explicitly include insurance companies that offer Medicare Advantage plans, and facilities engaged in pharmaceutical and psychiatric services. Healthcare System shall not include independent healthcare facilities engaged in, without limitation, the practice of dentistry or ophthalmology, or chiropractic services.

“Independent Marks” has the meaning set forth in Section 14(c).

“Insolvency Event” means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

“Insolvency Law” means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

“Knowledge” means with respect to Sponsor, that the executive officers and directors of Sponsor are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

“Laws” means any relevant federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

“Name” has the meaning set forth in Section 4(a). The Name shall also include any future name changes.

“Naming Rights” means the right, subject to prior written mutual agreement between the Parties, to name the Facility.

“Old Facility Logo” has the meaning set forth in Section 10(c).

“**Parks Developments**” means any facility, or any portion thereof, that is planned, developed, and/or constructed at, or in association with, Coachman Park after the Effective Date.

“**Party**” has the meaning set forth in the Preamble.

“**Person**” means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

“**Primary Logo**” has the meaning set forth in Section 10(a).

“**Public Statements**” has the meaning set forth in Section 35.

“**Rights Fee**” has the meaning set forth in Section 8.

“**Secondary Logos**” has the meaning set forth in Section 10(a).

“**Signage**” has the meaning set forth in Section 11(a).

“**Sponsor**” has the meaning set forth in the Preamble.

“**Sponsor Default**” has the meaning set forth in Section 25(a).

“**Sponsor Trademarks**” means Sponsor’s name or other logos or trademarks, as set forth in Section 17(a).

“**Style Guide**” has the meaning set forth in Section 10(b).

“**Subordinate Rights**” has the meaning set forth in Section 4(c).

“**Term**” has the meaning set forth in Section 3(c).

“**Third Party Intellectual Property**” has the meaning set forth in Section 18(a).

“**Third Party Signs**” has the meaning set forth in Section 11(f).

“**Transfer**” has the meaning set forth in Section 28.

“**Uncontrolled Portions**” has the meaning set forth in Section 6(a).

2. The Sound. The Entity hereby represents that the Entity owns the Facility and Coachman Park and that the Facility Manager operates the Facility. Facility is a waterfront music venue located within Coachman Park that, as of the Effective Date, consists of 4,000 covered seats, additional lawn seating for approximately 5,000 guests, a stage, backstage, dressing rooms, a VIP area, restrooms, and vendor areas, and is located at 255 Drew Street, Clearwater, FL 33755; a map of the Facility and Coachman Park is included as **Exhibit A**. Nothing herein contained shall obligate Entity or Facility Manager to operate the Facility, or any of its facilities on any particular day or for any particular number of hours per day. The Entity and the Facility Manager reserve the right to alter the operating schedule of days and hours of the Facility at any time and without notice

to Sponsor. In addition, nothing herein contained shall obligate Entity to operate Coachman Park, or any of its facilities on any particular day or for any particular number of hours per day. The Entity reserves the right to alter the operating schedule of days and hours of Coachman Park at any time and without notice to Sponsor. Notwithstanding the foregoing, Entity represents that beginning in the 2024 calendar year, the Facility will host a minimum of thirty-five (35) Facility Manager Events per year. For the sake of this Agreement, each day a performance takes place at the Facility shall be considered one “event”.

3. Term.

- a. The term of this Agreement shall commence on the Effective Date and continue for ten (10) Contract Years, unless extended or sooner terminated in accordance with the terms hereof (the “Base Term”).
- b. Extended Terms. Notwithstanding the foregoing, the Parties shall have the right to extend the Term of this Agreement, upon the terms and conditions set forth herein, including the payment chart set forth in Exhibit C, for two (2), ten (10) Contract Year periods, as further set forth in Sections 3(b)(i)-(ii) immediately below.
 - i. Extended Term 1. If, at any time before the last day of Contract Year 8, the Parties execute a written extension memorializing their intent to extend the Term, then the Term shall extend for ten (10) Contract Years (unless sooner terminated in accordance with the terms hereof), effective after Contract Year 10. (“Extended Term 1”).
 - ii. Extended Term 2. If, at any time before the last day of Contract Year 18, the Parties execute a written extension memorializing their intent to extend the Term, then the Term shall extend for ten (10) Contract Years (unless sooner terminated in accordance with the terms hereof), effective after Contract Year 20 (“Extended Term 2”).
- c. The Base Term and any and all Extended Terms, individually or collectively, shall together be referred to herein as the “Term.”

4. Grant of Rights.

a. Grant of Naming Rights. Entity hereby grants to Sponsor during the Term the exclusive Naming Rights to Facility pursuant to the terms and conditions of this Agreement. As of the Effective Date, the official name of Facility shall be “The BayCare Sound” (the “Name”), unless amended or changed in accordance with this Agreement. The Facility shall be referred to as the Name in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, visitor guides, flyers, programs, and the like, on websites, social media, press releases, electronic or static billboards, merchandise, uniforms, badges, letterhead, event credentials and tickets, and similar materials, and other related areas) and Signage. Both Parties agree that the Name should not be abbreviated and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into an agreement to rent or use Facility) include the Name in all advertising or other dissemination of information regarding Facility. Entity shall use good faith efforts to require the

use of the Name as an obligation in any contract negotiated with a Facility Manager in the future in all instances in which business is conducted or information is released, and a reference is made to Facility.

b. Name Change. In no event shall the Name be changed or altered by Sponsor without the prior written approval of Entity. In no event shall the Name be changed or altered by Entity without the prior written approval of Sponsor.

c. Subordinate Rights. Notwithstanding the grant of Naming Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey naming rights, presenting sponsor, official sponsor, sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any subordinate portion of the Facility or Coachman Park (the "Subordinate Rights") to any third party; *provided however*, that Entity shall not grant any Subordinate Rights to a Direct Competitor within the Exclusive Category.

d. Limitation of Rights. The Parties hereby understand and agree that the Entitlements and branding rights set forth in this Agreement shall only apply to the Facility and Coachman Park as they currently exist as of the Effective Date, which is set forth in **Exhibit A**; they shall not apply to any Facility or Park Developments. Any and all branding opportunities to Facility and Park Developments shall be negotiated and memorialized in a separate written agreement. Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category in conjunction with any Facility or Park Developments.

5. Exclusivity. From the Effective Date through the end of the Term, subject to Section 6 below, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at the Facility or within Coachman Park.

6. Exceptions to Exclusivity. Notwithstanding anything to the contrary herein, any right of exclusivity granted to Sponsor in this Agreement shall be limited based on the following:

- a. Sponsor acknowledges and agrees that Entity cannot control the Facility, Coachman Park, and components thereof, when promoters, tenants, and other third parties use the Facility or any of the facilities therein, Coachman Park or any of the facilities therein, or when the Facility or Coachman Park are open to the public ("Uncontrolled Portions"). Therefore, competing brand logos, products, signage, and other promotion or recognition, including those of Direct Competitors, may be promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement so long as Entity contacts Sponsor as soon as such promotion occurs and there is a mutual agreement regarding how the competing brand logos, products, signage, and or recognition of the Direct Competitors will be discontinued.
- b. Entity and any Facility Manager may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the Facility or its facilities therein or Coachman Park or its facilities therein, with entities who may compete, have

sponsors that compete, or host events or other functions that have sponsors that compete with Sponsor, including Direct Competitors.

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit B**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to Entity compensation during the Term as set forth in **Exhibit C** ("Rights Fee"). The Rights Fee shall be due and payable in one (1) installment per Contract Year. In the first Contract Year, the Rights Fee shall be due and payable within sixty (60) days of the Effective Date. In all subsequent Contract Years, the Rights Fee shall be due and payable within thirty (30) days of the commencement of each Contract Year.

9. Payments.

a. All payments shall be paid by way of check made payable to "The City of Clearwater, Florida" and mailed to Entity at its address set forth in Section 19, or such other address as is designated by Entity in writing and in advance.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor's failure to make payments when due.

10. Facility Logos.

a. Facility Logos. During the Term, Entity, Sponsor, and the Facility Manager shall develop, at Sponsor's sole cost and expense, a logo or other similar design or device incorporating "BayCare," "The Sound," and such additional appropriate words or designs that relate to or identify Sponsor and Entity (the "Primary Logo"). Sponsor may develop, at Sponsor's sole cost and expense, derivative graphic designs and devices related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement, subject to the prior written approval of Entity (the "Secondary Logos"; collectively with the Primary Logo, the "Facility Logos"). In all events, the Facility Logos shall be included in all marketing and promotional materials produced by Sponsor related to the Facility. In all events, the Facility Logos shall be mutually agreed upon by Entity and Sponsor. Approval of Facility Logos shall not be unreasonably withheld, conditioned, or delayed by either Party. In no event shall any of the Facility Logos be changed or altered by either Party without the prior written approval of the other Party.

b. Use of the Facility Logos & Name. As soon as reasonably practical after the Effective Date, Entity, Sponsor, and the Facility Manager shall develop a style guide that sets forth approved uses of the Facility Trademarks and the Independent Marks ("Style Guide"). Any use of the Facility Trademarks and Independent Marks by either Party shall comply with the Style Guide in all material respects. Any use of the Facility Name, Facility Logo, or Independent Marks by either Party that departs in any material respect from the agreed upon Style Guide shall, in each

case, be submitted to the other Party for its prior written approval, in accordance with the approval rights set forth in Sections 16 and 17, respectively.

c. Use of Old Facility Logo & Name. Entity and/or Facility Manager shall have the right to deplete any inventory (e.g., brochures, flyers, letterhead, etc.) of produced materials using the Facility name and logo that was used prior to this Agreement (“Old Facility Logo”), not to exceed sixty (60) days past the Effective Date. Prior to sixty (60) days past the Effective Date, Entity and/or the Facility Manager (at the direction of Entity) shall provide Sponsor with the opportunity to purchase Old Facility Logo inventory, without markup, for destruction. Entity shall use good faith efforts to require the Facility Manager to order any and all new inventory after the Effective Date with the Name and Facility Logo (as appropriate, depending on the nature of the item) and shall use good faith efforts to make such requirement an obligation in any contract negotiated with a Facility Manager in the future.

11. Signage.

a. Facility Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Name and Facility Logos placed conspicuously in, on and around the Facility and Coachman Park as specified in **Exhibit B** (the “Signage”). The content, appearance, location, material, quantity and size of all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes. The Parties acknowledge and agree that for certain Facility Manager Events, certain stage-adjacent Signage may be obstructed, covered, or not be illuminated for reasons not within the control of Entity, including, but not limited to, performer preference and stage configuration. Entity will request that Facility Manager use its best efforts to have promoters, artists, and performers minimize obstruction of stage-adjacent Signage. Notwithstanding the foregoing, in the event certain stage-adjacent Signage is obstructed, covered, or not illuminated due to a reason beyond Entity’s control, it shall not constitute a breach of this Agreement.

b. Production and Installation. Sponsor shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, delivery, mounting and installation of all Signage, which amounts shall be in addition to, and not a part of, the Rights Fee (as defined in Section 8). Entity shall hire one or more contractors to mount and install the Signage, the costs of which shall be the responsibility of Sponsor. In the event that any currently existing signage is in need of removal and replacement in order to install the Signage, Entity shall be solely responsible for the costs and expenses of such removal and replacement. Any and all currently existing signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Entity, if applicable.

c. Maintenance. Following the design, preparation, production, mounting and installation of the Signage, Entity shall be responsible for paying costs related to the illumination of any external Signage and paying the costs and expenses associated with the routine maintenance (but not replacement) of all Signage located outside of the Facility, but within Coachman Park. Sponsor shall be responsible for paying the costs and expenses associated with the routine maintenance of all Signage located inside of the Facility. Entity shall be responsible for the routine

maintenance of all Signage located inside of the Facility and shall be responsible for the routine maintenance of all Signage located outside of the Facility, but within Coachman Park.

d. Removal and Replacement of Signage. As stated in Section 11(b), Entity shall be responsible for all costs and expenses associated with the removal, destruction, discarding, or replacement of any signage existing as of the Effective Date. In the event that the Signage is in need of removal, destruction, discarding, and replacement due to a substitution, modification or change of the Name or Facility Logos during the Term, Sponsor shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. Removal and replacement of the Signage during the Term for any reason beyond a substitution, modification or change of the Name or Facility Logos, shall be at the sole discretion of the Entity, shall be at no cost or penalty to the Entity, and shall not reduce any Rights Fee to be paid to the Entity under this Agreement. In the event the Signage is in need of removal, destruction, discarding, and replacement due to a reason other than a substitution, modification or change of the Name or Facility Logo during the Term, Entity may, if it so elects, remove, destroy, discard, and replace the Signage using its desired contractors and Sponsor shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. Upon termination of this Agreement due to Entity Default or the natural expiration of this Agreement, Entity shall be responsible for costs and expenses associated with (i) the removal, destruction, discarding, or replacement of all Signage; and (ii) the reinstallation of the signage that existed prior to the execution of this Agreement. Upon termination of this Agreement due to Sponsor Default, Sponsor shall be responsible for costs and expenses associated with (i) the removal, destruction, discarding, or replacement of all Signage; and (ii) the reinstallation of the signage that existed prior to the execution of this Agreement. Any and all Signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor (unless removal is due to Entity Default or the natural expiration of this Agreement where the cost and expense of return shall be borne by Entity).

e. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future third-party roadway, wayfinding or other signs referencing Facility to identify Facility by the Name and/or Facility Logos; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event any such third party fails to identify such signage.

f. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, Entity and Sponsor understand and acknowledge that, prior to the Effective Date, references to Facility as “The Sound” have been physically incorporated in various signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense (the “Third Party Signs”), and the Parties agree that the failure to modify such signs will not constitute a breach of this Agreement. To the extent Sponsor desires that any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Name and/or the Facility Logo, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs shall be paid for by Sponsor.

12. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Name or Facility Logos in accordance with the terms of this Agreement, including receiving Entity's prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Name and/or Facility Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or Facility Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity displaying the prior Name and/or Facility Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity reflecting the changed Name and/or Facility Logos; and (e) attorneys' fees, other professionals' fees, and the cost of obtaining any required consents and approvals associated with such change as well as all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing.

13. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Facility, and other third parties to identify Facility by the Name and to incorporate the Name and/or Facility Logos into all advertising and promotional materials that identify the Facility published or distributed by such party; *provided however*, that any failure of such parties to refer to Facility by the Name and/or incorporate the Facility Logos shall not be considered a breach of this Agreement.

14. Trademarks.

a. Ownership of Facility Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Name, Facility Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith ("Facility Trademarks"). Sponsor shall license or acquire from the creator(s) of the Facility Logos "artist's design" sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Facility Trademarks. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo, the name "The Sound", and the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Facility Trademarks. During the Term, Sponsor hereby grants to Entity an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the Facility Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement. In addition, Sponsor agrees to take the necessary steps to

grant Facility Manager, for as long as the Facility Manager operates the Facility, an unlimited, nonexclusive, irrevocable, royalty-free license to use the Facility Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Facility Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (“Independent Marks”), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party’s prior written consent, subject to the Style Guide and the approval process set forth in Sections 16 and 17 of this Agreement. Each Party agrees that any use of the other Party’s Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party’s Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning Party. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

15. Facility Websites and Social Media.

a. Facility Website. Entity shall create a Facility website with the domain name “www.Name.com” (the “Facility Domain Name”). Entity shall manage, during the Term, the day-to-day operation of any web sites using such Facility Domain Name (subject to mutual agreement on reasonable style guidelines) and ensure maintenance of web site uptime. In the event the Facility Manager manages the website using the Facility Domain Name, Entity shall use good faith efforts to require that the Facility Manager ensures maintenance of web site uptime.

b. Facility Social Media Accounts. Entity shall (and shall cause any third party, if applicable) change the social media accounts for Facility (including, but not limited to, accounts with Facebook, Instagram, Twitter (aka “X”), LinkedIn, Snapchat, and TikTok) to reflect Sponsor and the Name (the “Facility Social Media Accounts”). The Facility Manager shall manage, during the Term, the day-to-day operation of the Facility Social Media Accounts. The Agreement shall include all social media accounts created over the course of the Term.

16. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Facility, Coachman Park, and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii) the Entity’s name or other logos or trademarks (“Entity Trademarks”) are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the

right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Name or Facility Logo, Entity Trademarks, or that make reference in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, at the address set forth in Section 19, for Entity's examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. Entity shall not unreasonably disapprove any such submission and, if disapproved, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity's approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

17. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Facility, Coachman Park, and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii) Sponsor name, logo and trademarks ("Sponsor Trademarks") are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Name or Facility Logo, Sponsor Trademarks, or that make reference in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not produce, publish or in any manner use or distribute any such materials that have not been approved in writing in advance by Sponsor and shall use good faith efforts to make such requirement an obligation in any contract negotiated with a Facility Manager in the future.

b. Entity shall submit, and shall use good faith efforts to require a Facility Manager to submit, to Sponsor, at the address set forth in Section 19, for Sponsor's examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly notify Entity in writing of its approval or disapproval. Sponsor shall not unreasonably disapprove any such submission and, if disapproved, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor's approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement. Entity shall not be responsible for any expenses, damages, claims, suits, actions, judgments, and costs whatsoever resulting from a Facility Manager's failure to obtain approval from Sponsor for any advertising, promotional or

other similar materials that incorporate Name or Facility Logo, Sponsor Trademarks, or that refer to Sponsor.

18. Third Party Intellectual Property Rights.

a. Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the names, logos, copyrights, designs, trademarks, or other identifications (other than the Name or Facility Logo) used at the Facility and Coachman Park by any third party that may be granted Subordinate Rights or that may schedule or conduct any event at the Facility or Coachman Park ("Third Party Intellectual Property"). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property.

b. Indemnification. Sponsor shall protect, indemnify, defend and save harmless Entity, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Sponsor in accordance with this Agreement, or alleging infringement by Sponsor of the Third Party Intellectual Property.

19. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the Parties at the following address:

To Entity

600 Cleveland Street
Clearwater, FL 33755
Attn: Mayor's Office and Clearwater City Council

With a Copy to:

600 Cleveland Street
Clearwater, FL 33755
Attn: Clearwater City Attorney's Office

With a Copy to:

600 Cleveland Street
Clearwater, FL 33755
Attn: Clearwater Parks and Recreation Department

To Sponsor

BayCare Health System, Inc.
Attention: Director, Marketing
2985 Drew Street
Clearwater, Florida 33759

With a Copy to:

BayCare Health System, Inc.
Attention: Legal Services Department
2985 Drew Street
Clearwater, Florida 33759

20. **Insurance.** The Sponsor shall, at its own costs and expense, acquire and maintain sufficient insurance to adequately protect the respective interest of the Parties.

Specifically, the Sponsor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, bodily injury, personal injury, death, property damage, advertising liability, premises operations, products/completed operations, severability of interest, and contractual liability in the minimum amount of \$1,000,000 (one million dollars) per claim and \$2,000,000 (two million dollars) general aggregate.
- b. Unless waived by the State of Florida and proof of waiver is provided to the Entity, **Worker's Compensation (WC) & Employer's Liability Insurance coverage for all employees engaged under the Agreement, Worker's Compensation as required by Florida law and Employer's Liability with minimum limits of**
 - (a) \$500,000 bodily injury each employee and each accident, \$500,000 bodily injury by disease each employee, and \$500,000 bodily injury by disease policy limit for **quotes or agreements valued at \$50,000 and under** or
 - (b) \$1Million bodily injury each employee and each accident, \$1Million bodily injury by disease each employee, and \$1Million bodily injury by disease policy limit **for formal solicitation and agreements exceeding \$50,000.**

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Sponsor hereby grants Entity a waiver of any right to subrogation which any insurer of Sponsor may acquire against the Entity by virtue of the payment of any loss under such insurance. Sponsor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Sponsor will furnish the Entity with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, evidencing all of the coverage set forth above and naming the Entity as an "Additional Insured" with respect to General Liability coverage only. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Risk Management Department
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Sponsor shall provide thirty (30) days written notice of any cancellation, non-renewal, or termination.
- c. Sponsor's insurance as outlined above shall be primary and non-contributory coverage for Sponsor's negligence.
- d. Sponsor reserves the right to appoint legal counsel to provide for the Sponsor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Sponsor's equipment, or service. Sponsor agrees that the Entity shall not be liable to reimburse Sponsor for any legal fees or costs as a result of Sponsor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the Entity, and failure to request evidence of this insurance shall not be construed as a waiver of Sponsor's obligation to provide the insurance coverage specified.

Notwithstanding the requirements of this section, Sponsor may elect to satisfy any or all of the above insurance requirements and / or deductibles by use of self-insurance, and/or a captive insurance company owned by Sponsor. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by Sponsor shall be assumed by, for the account of, and at the sole risk of Sponsor.

21. Indemnity. Reserved.

22. Limitation of Liability. Other than as set forth in Section 18(b), under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

23. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

24. Representations and Warranties.

a. Representations and Warranties of Sponsor. Sponsor represents and warrants to Entity that: it is a corporation in good standing under the laws of the state of Florida and is duly authorized to transact business in the state of Florida; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the Knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

b. Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized; all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to the Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder.

25. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by the Sponsor (“Sponsor Default”):

- i. Failure to Make Payment. Sponsor fails to pay the Rights Fee or any other amount required under this Agreement when due, if such failure continues for a period of ten (10) days after Entity gives Sponsor written notice of such failure;

- ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;
- iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;
- v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 28; and
- vi. Violation of Core Values. Sponsor (inclusive of its senior executives and members of its board of directors) does or omits to do something that, in the reasonable and good faith opinion of Entity, defies Sponsor's core values of Trust, Respect, Dignity, Responsibility, and Excellence. In the event Sponsor (inclusive of its senior executives and members of its board of directors) does or omits to do something that would otherwise constitute a Sponsor Default under this Section 25(a)(vi), Entity shall provide Sponsor with written notice setting forth, in detail, the alleged default, and Sponsor shall have sixty (60) days following receipt of written notice to cure the alleged default, or if such alleged default cannot be cured within the sixty (60) day period, Sponsor shall (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such alleged default within the sixty (60) day period and (ii) cure the alleged default within one hundred twenty (120) days following receipt of written notice specifying the nature of the alleged default. In the event Sponsor fails to cure the alleged default as set forth herein, Entity may terminate this Agreement.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

- i. immediately terminate this Agreement upon written notice to the Sponsor;
- ii. to retain any and all amounts, including, but not limited to the Rights Fee, that have already been paid as of the date of termination;
- iii. Because the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal and

corporate process and, in the event of a Sponsor Default resulting in the early termination of this Agreement, the Entity will incur considerable cost and expense in effectuating a change of the Name and Facility Logo and soliciting and entering into a subsequent naming rights agreement with a third party; Entity shall have the right to receive from Sponsor liquidated damages equal to the amount of the Rights Fee for the two (2) subsequent Contract Years following the date of termination;

- iv. Remove and destroy all Signage or materials displaying or containing Sponsor Trademarks at the sole cost and expense of Sponsor, as set forth in Section 11;
- v. To enforce any other rights provided for herein with respect to such Sponsor Default;
- vi. To seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Sponsor Default; and
- vii. To exercise any other right or remedy at law or in equity with respect to such Sponsor Default.

c. Default Event by Entity. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by Entity (“Entity Default”):

- i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- ii. Wrongful Assignment. Entity’s assignment of this Agreement in violation of Section 28; and
- iii. Violation of Core Values. Entity, solely as it relates to its operation of the Facility, does or omits to do something that, in the reasonable and good faith opinion of Sponsor, defies Sponsor’s core values of Trust, Respect, Dignity, Responsibility, and Excellence. In the event Entity does or omits to do something that would otherwise constitute an Entity Default under this Section 25(c)(iii), Sponsor shall provide Entity with written notice setting forth, in detail, the alleged default, and Entity shall have sixty (60) days following receipt of written notice to cure the alleged default, or if such alleged default cannot be cured within the sixty (60) day period, Entity shall (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such alleged default within the sixty (60) day period and

(ii) cure the alleged default within one hundred twenty (120) days following receipt of written notice specifying the nature of the alleged default. In the event Entity fails to cure the alleged default as set forth herein, Sponsor may terminate this Agreement without financial penalty.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

- i. Immediately terminate this Agreement upon written notice to the Entity;
- ii. To enforce any other rights provided for herein with respect to such Entity Default;
- iii. To receive a refund of any prepaid, unrealized portion of the Rights Fee for the Contract Year in which the Agreement is terminated (“Contract Year of Termination”), which shall be calculated by (i) dividing the remaining days of the Contract Year of Termination by 365 or 366, as applicable; and (ii) multiplying such number by the Rights Fee for the Contract Year of Termination. For purposes of example only, if Sponsor validly terminates this Agreement on the 181st day of Contract Year 3 (after paying the Rights Fee for Contract Year 3), then it shall be entitled to a refund of \$254,034.69 (equal to 184 [remaining days in the Contract Year of Termination]/365 [number of days in Contract Year 3] * \$503,927.50 [Rights Fee for Contract Year 3]);
- iv. Remove and return all Signage or materials displaying or containing Sponsor Trademarks at the sole cost and expense of Entity;
- v. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and
- vi. Exercise any other right or remedy at law or inequity with respect to such Entity Default.

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section shall not constitute a waiver of any remedies the non-Defaulting Party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, Entity shall have the right to announce in press releases and otherwise that this Agreement is terminated.

26. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

27. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of each Party to the use of the Name, the other Party's Trademarks, and Facility Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, Facility Trademarks, or Entity Trademarks or make any other reference in advertising to the Facility, Coachman Park, or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, however the materials shall not be distributed for longer than forty-five (45) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo and Entity Trademark; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

28. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to Sponsor and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a "Transfer"), directly or indirectly, to any Person (including, without limitation, to any Affiliate of Sponsor) without the prior written consent of Entity. In the event Entity provides prior written consent of a Sponsor Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of Entity all obligations in respect of the rights assigned or transferred to such acquirer or successor under this Agreement pursuant to an instrument reasonably satisfactory to Entity. Sponsor shall not Transfer this Agreement to an Affiliate of Sponsor, without Entity's prior written consent. Sponsor shall remain ultimately responsible for all obligations of Sponsor under this Agreement, and such Transfer shall not relieve Sponsor of any of its obligations under this Agreement. Any Transfer of this Agreement without prior written consent is in violation of this Section and shall be void and shall entitle Entity to terminate this Agreement upon written notice of termination.

b. Entity shall not have the right to Transfer this Agreement without the prior written consent of Sponsor. Any Transfer of this Agreement without prior written consent is in violation of this Section and shall be void and shall entitle Sponsor to terminate this Agreement upon written notice of termination.

c. Any change to the Name as the result of this Section, shall be governed by Sections 4 and 12.

29. Parties Bound and Benefited. This Agreement shall bind and benefit the Parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

30. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunami, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties' reasonable control ("Force Majeure Event"), then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, the Parties will make reasonable efforts to determine sufficient "make good" rights which shall constitute a substitute for the obligations that the restricted Party was delayed, prevented, prohibited, or materially impaired from providing to the other Party as the result of a Force Majeure Event.

31. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

32. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

33. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

34. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in either state court in Pinellas County, Florida, or in federal court in the Middle District of Florida. Each Party hereby irrevocably submits to the exclusive jurisdiction of either such court for purposes of any action

arising out of this Agreement. Both Parties agree not to challenge this Section, and not to attempt to remove or transfer any legal action outside of Florida for any reason.

35. Public Statements. Neither Party shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other Party, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of the other Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the “Public Statements”) made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties. Notwithstanding anything herein to the contrary, Sponsor understands and agrees that this Section 35 shall not apply to any defamatory or disparaging statements that may be made by the Entity’s elected officials and in the event an Entity elected official makes a defamatory or disparaging statement in violation of this Section 35, it shall not constitute a breach of this Agreement or an Entity Default under this Agreement.

36. Public Records. All Parties hereto acknowledge that Entity is a political entity in the State of Florida and as such is subject to the Florida Statutes and other Laws related to the keeping and access to public records.

37. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Clearwater Code of Ordinances and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

38. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

39. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable; (c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

40. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than

those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

41. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

42. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

ENTITY

SEE ATTACHED SIGNATURE PAGE FOR CITY OF CLEARWATER SIGNATURES

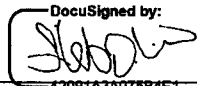
By: _____

Name: _____

Title: _____

Date: _____

SPONSOR

By:  _____
42091A3A075B4E1...

Name: Stephanie Connors

Title: CEO

Date: 2/14/2024

Legal Approval: Approved


SVP Chief Strategy & Marketing:  _____

Exhibit A

Facility and Coachman Park Map

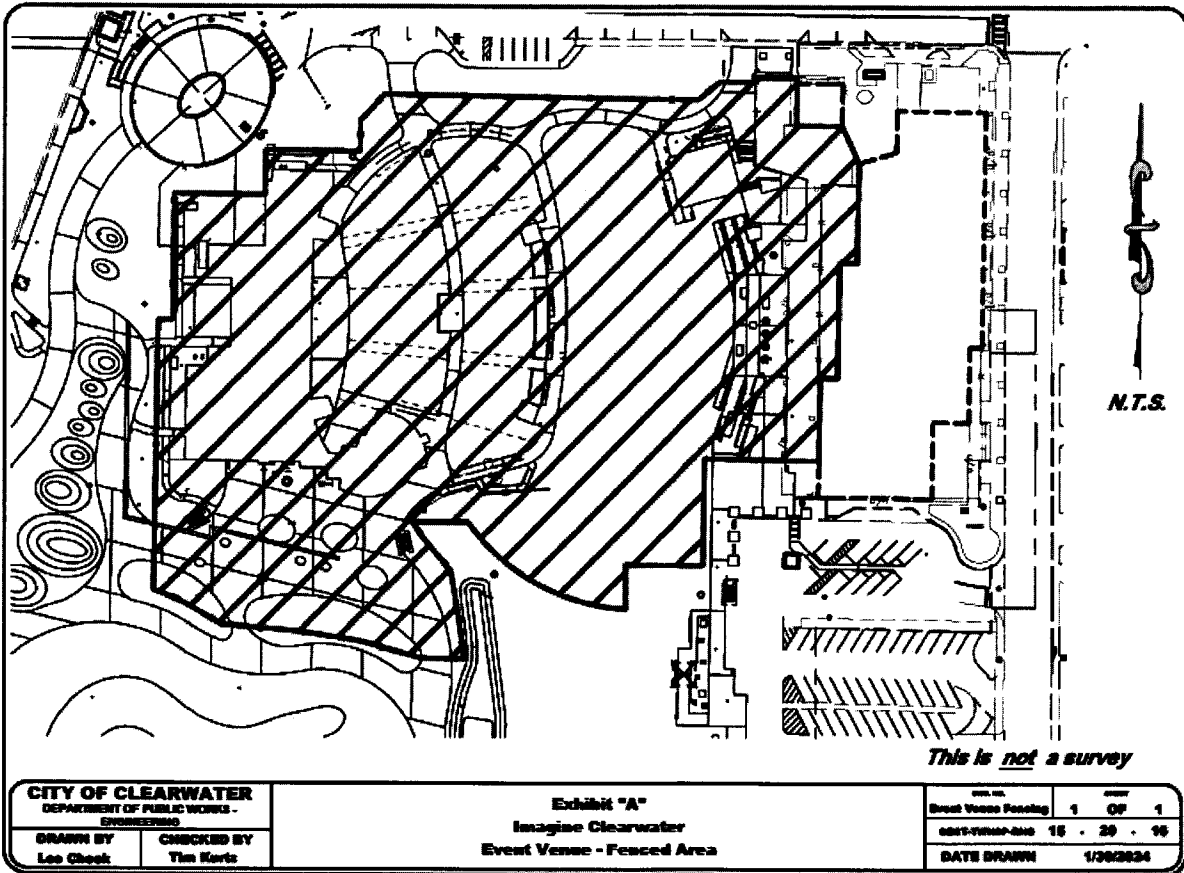


Exhibit B

Entitlements

Category Exclusivity

- Exclusivity with Coachman Park and the Facility, subject to the terms of this Agreement, in the Healthcare System category.

Facility Naming Rights

- Exclusive name of the Facility to be known as the “The BayCare Sound”

Launch Campaign

- Entity will organize a Facility naming rights public relations and marketing campaign regarding the partnership between the Parties
 - Contents of marketing materials and events (including, for example, press releases, ribbon cutting events, announcements, and the like) to be mutually agreed upon by the Parties.
 - Sponsor representatives shall be included in all public-facing campaign pieces (including, for example, quotes in press releases and involvement in ribbon cutting)

Signage

- Facility Logo or Name on off-premise directional signage leading up to the Facility (for example, vehicular and pedestrian signage), subject to Sections 11(e)-(f) of this Agreement.
- Facility Logo or Name on Coachman Park entrance sign
- Facility Logo on Facility main entrance identity signage
- Facility Logo on Facility exterior identity signage facing Coachman Park and the causeway
- Facility Logo on Facility main identity interior signage, to be located near the stage in a mutually agreeable position and subject to Section 11(a) of this Agreement.
- Facility Logo placement on or near box office/customer support area
- Facility Name on on-premise wayfinding signs
- Facility Logo placement on light pole banners within Coachman Park and downtown Clearwater near Coachman Park
- Facility Logo or Name included on upcoming show promotional messages on five (5) Coachman Park digital kiosks
- Facility Logo on Facility staff uniforms. Sponsor to pay all costs and expenses related to the initial design, creation, and purchase of staff uniforms bearing the Facility Logo. Sponsor understands and agrees that the Facility Manager reserves the right to set dress and uniform standards for its employees.

Digital Assets

- Sponsor recognition on Entity, Facility, and “My Clearwater” websites, with the contents, form, and location of the recognition to be agreed upon by the Parties.

- Sponsor recognition on Imagine Clearwater emails, with the contents, form, frequency, and location of the recognition to be agreed upon by the Parties.
- Sponsor inclusion in twelve (12) Entity social media posts per Contract Year. The contents, form, and frequency of the social media posts to be agreed upon by the Parties. Sponsor shall use the Name in all social media posts that refer to the Facility.
- Facility Logo or Name on digital tickets, with the size and location of the Facility Logo or Name to be as agreed upon by the Parties.
- Facility Logo or Name inclusion on media buys. City will, and will use commercially reasonable efforts to ensure third parties (including the Facility Manager) will, include Facility Logos or the Name on all media buys.

On-Site Opportunities

- Opportunity for Sponsor to activate on-site at the Facility; dates and activation content and form to be mutually agreed upon by the Parties.
- Sponsor, Entity, and Facility Manager to collaborate on ways to activate the brand partnership in the local marketplace.
- Contingent on the mutual agreement of the Parties, Sponsor shall have the opportunity to place mutually agreed upon activation items throughout Coachman Park and/or the Facility (e.g., sunscreen dispensers, AEDs, and/or other activation items mutually agreed upon by the Parties). Sponsor to pay all costs and expenses associated with the design, permitting, preparation, production, delivery, mounting and installation of the activation items. The location, size, and design of any activation items shall be as mutually agreed upon by the Parties.

Tickets and Hospitality

- Sponsor to receive ten (10) tickets to each Facility Manager Event for Sponsor's sole use. The tickets are to be located in the front section or highest price section of Facility seating. The tickets shall include access to the VIP area located adjacent to the stage, unless the Facility Manager has rented the VIP area for the exclusive use by one party or one legal entity. Sponsor to receive notification each time Facility Manager rents the VIP area for the exclusive use by one party or one legal entity for a particular event. Entity shall purchase, at its sole cost and expense and for Sponsor's sole use, the ten (10) tickets (including VIP area access) contemplated in this paragraph.
 - Depending on availability, Sponsor may purchase, at its sole cost and expense, up to two (2) additional tickets at face value located in the front section or highest price section of Facility seating. The timing of this opportunity shall coincide with the pre-sale period determined solely by the Facility Manager.
- Opportunity for Sponsor to reserve the VIP area located adjacent to the stage for two (2) Facility Manager Events per Contract Year, with dates and events to be mutually agreed upon by Sponsor, Entity, and Facility Manager.
 - In the event Sponsor's rights to reserve the VIP area are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
 - In the event Sponsor elects to reserve the VIP area consistent with the terms of this Agreement, Sponsor shall bear all costs and expenses related to reserving the

VIP area, including, but not limited to, the face value cost of tickets beyond the ten (10) tickets contemplated above, hospitality, food, and beverage.

- As made available by the Facility Manager, artist/performer meet and greets shall be afforded to Sponsor and its ticketed guests. Sponsor understands and agrees that artist/performer meet and greets cannot be guaranteed for any Facility Manager Event.

Facility Use

- Use of Facility up to two (2) times per Contract Year
 - Dates, times, and specific space shall be based on availability and mutually agreed upon by the Parties.
 - For any event Sponsor wishes to host at the Facility occurring on or before July 1, 2024, Sponsor shall provide at least one hundred twenty (120) days' notice to Entity and the Facility Manager of the desired date of the event, at which time Entity and Facility Manager will notify Sponsor as to the Facility's availability on that desired date. For any event Sponsor wishes to host at the Facility occurring after July 1, 2024, Sponsor shall provide at least three hundred and sixty-five (365) days' notice to Entity and the Facility Manager of the desired date of the event, at which time Entity and Facility Manager will notify Sponsor as to the Facility's availability on that desired date.
 - The rental fee shall be waived for the above uses, but Sponsor shall be responsible for all other costs, including, without limitation, staffing, tech, food, and beverage. Sponsor shall utilize the Facility Manager to provide staffing, tech, food, beverage, and other operational services.
 - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.

Exhibit C
Payment Chart

Contract Year	Rights Fee
Contract Year 1	\$475,000
Contract Year 2	\$489,250
Contract Year 3	\$503,927.50
Contract Year 4	\$519,045.33
Contract Year 5	\$534,616.68
Contract Year 6	\$550,655.19
Contract Year 7	\$567,174.84
Contract Year 8	\$584,190.09
Contract Year 9	\$601,715.79
Contract Year 10	\$619,767.26
EXTENDED TERM 1	
Contract Year 11	\$638,360.28
Contract Year 12	\$657,511.09
Contract Year 13	\$677,236.42
Contract Year 14	\$697,553.51
Contract Year 15	\$718,480.12
Contract Year 16	\$740,034.52
Contract Year 17	\$762,235.56
Contract Year 18	\$785,102.63
Contract Year 19	\$808,655.70
Contract Year 20	\$832,915.38

EXTENDED TERM 2	
Contract Year 21	\$857,902.84
Contract Year 22	\$883,639.92
Contract Year 23	\$910,149.12
Contract Year 24	\$937,453.59
Contract Year 25	\$965,577.20
Contract Year 26	\$994,544.51
Contract Year 27	\$1,024,380.85
Contract Year 28	\$1,055,112.27
Contract Year 29	\$1,086,765.64
Contract Year 30	\$1,119,368.61

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Chief Strategy and Marketing Officer

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Edward Rafalski

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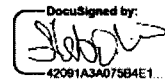
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Stephanie Connors



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stephanie.connors@baycare.org

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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

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Carbon Copy Events**Status****Timestamp**

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BayCare Systems

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

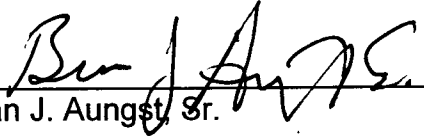
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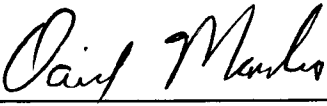
Brian J. Aungst, Sr.
Mayor

CITY OF CLEARWATER, FLORIDA

By: 

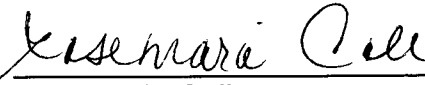
Jennifer Poirrier
City Manager

Approved as to form:



David Margolis
City Attorney

Attest:



Rosemarie Call
City Clerk

