

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into this this \_\_\_\_ day of \_\_\_\_, 2025 ("Effective Date"), by and between The City of Clearwater, Florida, a municipal corporation of the State of Florida with an office address of 100 South Myrtle Avenue, Clearwater, FL 33756 (the "City") and Floridacentral Credit Union, a Financial Institution, located at 3333 Henderson Blvd., Tampa FL 33609 ("Sponsor"). The City and Sponsor may be referred to herein individually as a "Party" or together as the "Parties."

### RECITALS

WHEREAS, the City owns the BayCare Sound (as further defined below), located inside Coachman Park (defined below); and

WHEREAS, the City has the right to sell sponsorship and other associated rights with respect to the BayCare Sound; and

WHEREAS, Sponsor is a credit union that operates in the state of Florida and desires to purchase sponsorship and other associated rights with respect to the BayCare Sound, all as more fully set forth herein; and

WHEREAS, the City desires to sell sponsorship and other associated rights with respect to the BayCare Sound, to Sponsor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties do hereby agree as follows:

### AGREEMENT

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

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

**"Approving Party"** has the meaning set forth in Section 12.

**"BayCare Sound"** means the waterfront music venue owned by the City and operated by the Facility Manager 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 BayCare Sound is included in **Exhibit A**.

**"City"** has the meaning set forth in the Preamble.

**"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.

**“Effective Date”** has the meaning set forth in the Preamble.

**“Entitlements”** has the meaning set forth in Section 6.

**“Exclusive Category”** means, with respect to the BayCare Sound, the banking/credit union and financial services category. For purposes of this Agreement, the banking/credit union and financial services category shall include Commercial Banking Services, Consumer Banking Services, Credit Card services, Mortgage and Auto Lending Services, and Wealth Management Services. Banking and financial services shall not include the sale of life insurance products. For the sake of clarity, the following definitions have been agreed upon by the Parties:

- Commercial Banking Services shall mean banking services that deal with commercial customers, working directly with businesses to provide loans, credit, savings accounts, and checking accounts specifically designed for companies rather than individuals.
- Consumer Banking Services shall mean banking services that deal directly with retail customers and the general public, allowing customers to manage their money by giving them access to basic banking services, credit, and financial advice.
- Credit Card shall mean a payment card issued to customers to enable the cardholder to pay a merchant for goods and services based on the cardholder’s promise to the card issuer to pay them for the amounts plus other agreed upon charges.
- Mortgage and Auto Lending Services means the transfer of an interest in land or personal property as security for a loan or other obligation and is the most common method of financing real estate and automobile transactions.
- Wealth Management Services shall mean a financial service that provides financial planning or investment portfolio management, as distinguished from “Consumer Banking”.

**“Facility Manager”** means any Person, other than the City, that operates or manages the BayCare Sound 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.

**“Indemnified Parties”** has the meaning set forth in Section 14.2.

**“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, or whether now existing or hereafter in effect.

**“Laws”** means any 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.

**“Losses”** has the meaning set forth in Section 14.2.

**“Name”** has the meaning set forth in Section 3.

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

**“Old View Logo”** has the meaning set forth in Section 10.3.

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

**“Party Trademarks”** has the meaning set forth in Section 12.1.

**“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.

**“Rights Fee”** has the meaning set forth in Section 7.1.

**“Signage”** has the meaning set forth in Section 8.1.

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

**“Sponsor ID”** means Sponsor’s name or logo.

**“Style Guide”** has the meaning set forth in Section 10.2.

**“Term”** has the meaning set forth in Section 2.

**“Third Party Intellectual Property”** has the meaning set forth in Section 14.1

**“Transfer”** has the meaning set forth in Section 34.

**“Using Party”** has the meaning set forth in Section 12.

**“Uncontrolled Portions”** has the meaning set forth in Section 5.1.

**“View”** means the VIP area within the BayCare Sound, as further set forth in **Exhibit A**.

**“View Logo”** has the meaning set forth in Section 10.1.

**“View Trademarks”** has the meaning set forth in Section 11.1.

2. Term. The term of this Agreement shall commence on the Effective Date and continue for seven (7) Contract Years, unless extended or sooner terminated in accordance with the terms of this Agreement (the “Term”).
3. Grant of Rights. The City hereby grants to Sponsor during the Term the exclusive Naming Rights to the View at the BayCare Sound. As of the Effective Date, the official name of the View shall be the “Floridacentral Credit Union View” (the “Name”), unless amended or changed in accordance with this Agreement. The View 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, and similar materials) and Signage, as applicable. Both Parties agree that the Name should not be abbreviated, unless otherwise agreed to by the Parties. The City 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 View, and other third parties to identify the View by the Name and to incorporate the Name into all advertising and promotional materials that identify the View published or distributed by such party; *provided however*, that any failure of such parties to refer to the View by the Name shall not be considered a breach of this Agreement. The City will 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 the View. In no event shall the Name be changed or altered by Sponsor without the prior written approval of the City.
4. Exclusivity. From the Effective Date through the end of the Term, subject to Section 5 below, and as long as Sponsor is not in breach of this Agreement, the City hereby agrees that it shall not grant to any Person any right or license to market or promote any products or services within the Exclusive Category anywhere at the BayCare Sound.
5. 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:
  - 5.1. Sponsor acknowledges and agrees that the City cannot control the BayCare Sound, and components thereof, when promoters, tenants, and other third parties (including, but not limited to, a Facility Manager) use the BayCare Sound or any of the facilities therein or when the BayCare Sound is open to the public (“Uncontrolled Portions”). Therefore, competing brand logos, products, signage, and other promotion or recognition, may be

promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement.

- 5.2. The City and any Facility Manager may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the BayCare Sound 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.
6. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, and in recognition of the Rights Fee (as defined below), the City shall provide to Sponsor, and Sponsor shall be entitled to, the entitlements set forth on **Exhibit B** ("Entitlements").
7. Compensation to the City.
  - 7.1. Rights Fee. In consideration of the rights, privileges, and benefits granted by the City under this Agreement, Sponsor shall pay the City compensation during the Term as set forth in **Exhibit C** ("Rights Fee").
  - 7.2. Payment.
    - 7.2.1. The Rights Fee shall be due and payable in one (1) installment per Contract Year, with the exception of Contract Year 1. The Rights Fee for the first Contract Year shall be paid in two (2) installments. The first installment shall be due and payable within sixty (60) days of the Effective Date. The second installment shall be due and payable upon the installation of all Signage set forth in **Exhibit D**. In all subsequent Contract Years, the Rights Fee shall be due and payable upon the commencement of each Contract Year.
    - 7.2.2. All undisputed payments to the City shall be paid by way of check made payable to "The City of Clearwater, Florida" and mailed to the City at its address set forth in Section 25, or such other address as is designated by the City in writing and in advance.
    - 7.2.3. Any undisputed 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 the City 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.
8. Signage.
  - 8.1. Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure placed conspicuously in, on and around the View and the BayCare Sound, as specified in **Exhibit B** (the "Signage"). The content, appearance, location, material, quantity, and size of all Signage shall be mutually agreed upon by the Parties and set forth in **Exhibit D**. 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 the City, including, but not limited to, performer preference and stage configuration. The City 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 the City's control, it shall not constitute a breach of this Agreement. The City agrees that at no time during the Term of this Agreement will permanent signage be erected and installed on the two (2) large pillars that face the lawn of the BayCare Sound.

- 8.2. 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 the Signage, which amounts shall be in addition to, and not a part of, the Rights Fee. The City 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 any currently existing signage is in need of removal and replacement in order to install the Signage, Sponsor 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 the City and shall be returned to it at the sole cost and expense of Sponsor.
- 8.3. Maintenance. Following the design, preparation, production, mounting and installation of the Signage, the City shall be responsible for paying the costs and expenses associated with the routine maintenance (but not replacement) of all Signage.
- 8.4. Removal and Replacement of Signage. In the event that any Signage is in need of removal, destruction, discarding, and replacement due to a substitution, modification or change of the Name or View Logo during the Term, Sponsor shall be responsible for all costs and expenses associated with such removal, destruction, discarding, and replacement of the Signage. In the event that any Signage, upon the mutual agreement of the Parties, is in need of removal, destruction, discarding, and replacement due to a reason beyond the substitution, modification, or change of the Name or View Logo, Sponsor shall be responsible for all costs and expenses associated with such removal, destruction, discarding, and replacement of the Signage. Upon termination or expiration of this Agreement, Sponsor shall be responsible for costs and expenses associated with the removal, destruction, discarding, or replacement of all Signage and the reinstallation of the signage that existed prior to the execution of this Agreement.
9. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Name or View Logo in accordance with the terms of this Agreement, including receiving the City'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 View Logo, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or View Logo, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials,

publications, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the View with the new Name) related to the View branding, promotion and publicity displaying the prior Name and/or View Logo, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the View with the new Name) related to the View branding, promotion and publicity reflecting the changed Name and/or View Logo; 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.

#### 10. View Logo.

10.1. View Logo. During the Term, the City, Sponsor, and the Facility Manager shall develop, at Sponsor's sole cost and expense, a logo or other similar design or device incorporating "The View", "Floridacentral Credit Union", and such additional appropriate words or designs that relate to or identify Sponsor, the City, and the View (the "View Logo"). In all events, the View Logo and/or Name shall be included in all marketing and promotional materials produced by Sponsor related to the View. In all events, the View Logo shall be mutually agreed upon by the City and Sponsor. In no event shall the View Logo be changed or altered by Sponsor without the prior written approval of the City.

10.2. Use of the View Logo and Name. As soon as reasonably practical after the Effective Date, the City, Sponsor, and the Facility Manager shall develop a style guide that sets forth approved uses of the View Trademarks and Party Trademarks ("Style Guide"). Any use of the View Trademarks and Party Trademarks by either Party shall comply with the Style Guide in all material respects. Any use of the Name, View Logo, or Party Trademarks 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 Section 12 below. The City shall use good faith efforts to require the Facility Manager to submit any advertising, promotional, or other similar materials that depart in any material respect from the Style Guide to Sponsor consistent with the terms of Section 12 below. The City shall not be responsible for any expenses, damages, claims, suits, actions, judgements, and costs whatsoever resulting from a Facility Manager's failure to obtain approval from Sponsor for any advertising, promotional, or other similar materials that use or incorporate the View Trademarks, Sponsor Party Trademarks, or that make reference to Sponsor. Notwithstanding the foregoing, the City agrees to make all reasonable efforts to assist Sponsor in securing Facility Manager's proper usage of Sponsor Party Trademarks, upon Sponsor's request.

10.3. Use of Old View Logo and Name. The City and/or Facility Manager shall have the right to deplete any inventory of produced materials using the View name and logo that was used prior to this Agreement ("Old View Logo"), not to exceed sixty (60) days past the Effective Date. Prior to sixty (60) days past the Effective Date, the City and/or the

Facility Manager (at the direction of the City) shall provide Sponsor with the opportunity to purchase Old View Logo inventory, without markup, for destruction. The City 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/or View 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. Trademarks.

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

11.2. License to Use View Trademarks. During the Term, Sponsor hereby grants to the City an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the View Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and 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 BayCare Sound, an unlimited, nonexclusive, irrevocable, royalty-free license to use the View 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.

12. Approval. For purposes of this section, the Party seeking approval of the use of trademarks shall be referred to as the “Using Party” and the Party whose approval is being sought shall be referred to as the “Approving Party”.

12.1. The Parties acknowledge and agree that they each have an interest in maintaining and protecting the image and reputation of their respective names, logos and trademarks (each Party’s individual marks are hereinafter referred to as “Party Trademarks”) and the View Trademarks, and that in order to accomplish this purpose, the Using Party must in all cases assure themselves that Approving Party Trademarks and the View Trademarks are at all times used in a manner consistent with the Style Guide. Using Party agrees that Approving Party must, therefore, 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 Using Party that uses or incorporates the View Trademarks, Approving Party Trademarks, or make reference to



the Approving Party, and that depart in any material respect from the Style Guide. Using Party therefore agrees that it will not produce, publish or in any manner use or distribute any such materials which have not been submitted to and approved in writing in advance by Approving Party.

12.2. Using Party agrees to submit to Approving Party, at the addresses set forth in Section 25, or by other means of transmission agreed to in advance in writing by the Parties, for its examination and approval or disapproval, in advance of use, a sample of any proposed use of View Trademarks, Approving Party Trademarks or reference to Approving Party. Approving Party agrees they will examine and either approve or disapprove such submissions, and that Using Party will be notified by Approving Party of its approval or disapproval within fourteen (14) days of receiving such submission from the Using Party. Approving Party agrees that it will not unreasonably delay approving or unreasonably disapprove any such submission and, if any is disapproved, that Using Party will be advised of the specific reasons for disapproval in each case. Approving Party'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.

13. Relationship of Parties. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or landlord/tenant relationship between the City and Sponsor. No Party shall have any right to obligate or bind (whether express or implied) 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.

14. Third Party Intellectual Property Rights.

14.1. 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 View Logo) used at the BayCare Sound or the View by any third party that may be granted sponsorship, naming, or other rights, benefits, or recognition to the View or the BayCare Sound, or that may conduct any event at the BayCare Sound or the View ("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.

14.2. Each Party shall indemnify, defend, and hold harmless the other Party and its officials, directors, board members, managers, officers, employees, agents, attorneys and representatives (collectively, the "Indemnified Parties") from and against any and all liabilities, expenses, damages, claims, suits, actions, investigations, losses, judgments and costs whatsoever (including court costs and reasonable attorneys' fees) (collectively, "Losses") arising out of or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by said Party in accordance with this Agreement, or alleging said Party's Party Trademarks infringe on any Third Party Intellectual Property rights.

## 15. Insurance.

15.1. Sponsor shall, at its own cost and expense, acquire and maintain sufficient insurance to adequately protect the respective interests of the Parties. Specifically, 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:

15.1.1. 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 One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate.

15.1.2. Unless waived by the State of Florida and proof of waiver is provided to the City, Worker's Compensation (WC) & Employer's Liability Insurance coverage for all employees engaged under this Agreement, Worker's Compensation as required by Florida law and Employer's Liability with minimum limits of:

15.1.2.1. \$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

15.1.2.2. \$1,000,000 bodily injury each employee and each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit for formal solicitations and agreements exceeding \$50,000.

15.2. Waiver of Subrogation – With regard to any policy of insurance that would pay third party losses, Sponsor hereby grants the City a waiver of any right to subrogation which any insurer of Sponsor may acquire against the City 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.

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

15.4. Other Insurance Provisions:

15.4.1. 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, Sponsor will furnish the City 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 City 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

- 15.4.2. Sponsor shall provide thirty (30) days written notice of any cancellation, non-renewal, or termination.
- 15.4.3. Sponsor's insurance as outlined above shall be primary and non-contributory coverage for Sponsor's negligence.
- 15.4.4. Sponsor reserves the right to appoint legal counsel to provide for Sponsor's defense, for any and all claims that may arise related to the Agreement, work performed under this Agreement, or to Sponsor's equipment, or service. Sponsor agrees that the City shall not be liable to reimburse Sponsor for any legal fees or costs as a result of Sponsor providing its defense as contemplated herein.
- 15.5. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, 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.
- 15.6. 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 captive insurance company owned by Sponsor shall be assumed by, for the account of, and at the sole risk of Sponsor.
16. Limitation of Liability. Except in regard to Section 14.2 of this Agreement, under no circumstances shall the City or Sponsor be liable to the other Party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages. If the City or Sponsor shall be in default of its obligations hereunder during any Contract Year, the amount of damages for which the Parties may be held liable shall not exceed the Rights Fee that has been paid to the City hereunder with respect to such Contract Year.
17. Representations and Warranties.
- 17.1. Representations and Warranties of Sponsor. Sponsor represents and warrants to the City 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 Party Trademarks and to grant to the City the right and license to use the Sponsor Party 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.

- 17.2. Representations and Warranties of the City. The City 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 the City has been duly authorized; all necessary approvals for the execution, delivery, and performance by the City of this Agreement have been obtained; this Agreement has been duly executed and delivered by the City and constitutes a legal and binding obligation of the City enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of the City to authorize the City to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; the execution, delivery and performance of this Agreement by the City 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, judgement or decree, to which the City is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the City Party Trademarks and to grant to the Sponsor the right and license to use the City Party Trademarks as contemplated by this Agreement; and the City 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.

## 18. Termination and Effect.

- 18.1. Either Party may terminate this Agreement without penalty at any time during the Term of this Agreement if, the other Party shall:
- 18.1.1. fail to make any payment of any sum of money herein specified to be made or promptly dispute any such payment in writing to the other Party, such Party shall be considered in default of this Agreement and the non-defaulting Party may terminate this Agreement if such payment is not made within thirty (30) days after the defaulting Party shall have received written notice of such failure to make payment; or
  - 18.1.2. fail to observe or perform any of the material covenants, agreements or obligations hereunder (other than the payment of money), such Party shall be considered in default of this Agreement and the non-defaulting Party may terminate this Agreement if such default is not cured within forty-five (45) days after the defaulting Party shall have received written notice specifying in reasonable detail the nature of such default, or if such breach cannot be cured within the forty-five (45) day period and the Party

fails to (i) submit a cure plan reasonably acceptable to the non-defaulting Party and engage in best efforts to remedy such breach within such forty-five (45) day period and (ii) cure the breach within ninety (90) days following receipt of written notice specifying the nature of such breach.

18.2. In addition to the grounds for termination set forth in Section 18.1, the occurrence of any one or more of the following events or actions will constitute a default of this Agreement by Sponsor and will constitute grounds for termination of this Agreement by the City:

18.2.1. Sponsor (inclusive of its employees, officers, directors, managers, members, partners, owners, associates, licensees, successors, assigns, parties, and affiliates) (i) commits an offense, or becomes involved in any business or industry, involving moral turpitude under any Laws; (ii) does or commits any act or thing, or becomes involved in any business or industry, that, in the reasonable and good faith opinion of the City, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, the City or the BayCare Sound); (iii) does, or refrains from doing anything that would prejudice or negatively affect the reputations of the City (or the BayCare Sound) or the City's employees, officers, directors, affiliates, subsidiaries, or parents; or (iv) becomes involved in any business or industry that prohibits the City from having a sponsorship relationship under any applicable Laws;

18.2.2. 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;

18.2.3. Sponsor's assignment of this Agreement in violation of Section 34; or

18.2.4. an Insolvency Event occurs with respect to Sponsor.

18.3. In addition to the grounds for termination set forth in Section 18.1, Sponsor shall have the right to terminate this Agreement without penalty in the event that if, after taking good faith efforts, the Parties are unable to agree to substitute Entitlements pursuant to Sections 20 or 21.

18.4. In the event that this Agreement is terminated by the City for the default of Sponsor, the City shall be entitled to: (i) retain the Rights Fee that has been paid by Sponsor as of the date of termination; (ii) remove and destroy all Signage or materials displaying or containing Sponsor Party Trademarks at the sole cost and expense of Sponsor; (iii) enforce any other rights provided herein; (iv) seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to Sponsor's default; and (v) exercise any other right or remedy at law or in equity with respect to such Sponsor default.

18.5. In the event that this Agreement is terminated by Sponsor for the default of the City, Sponsor shall be entitled to: (i) enforce any other rights provided for herein with

respect to such City default; (ii) seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such City default; (iii) exercise any other right or remedy at law or in equity with respect to such City default; and (iv) receive a refund from the City of any prepaid unearned fees and Sponsor shall owe no further financial or other obligation to the City except for any fees that are due and owing at the time of the Agreement's termination.

18.6. Failure to terminate this Agreement pursuant to this Section shall not affect or 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. Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either Party to the other in respect of any matter arising under this Agreement.

19. Rights After Expiration or Termination. 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 Sponsor to the use of the Name, the City Party Trademarks, and View Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, View Trademarks, or City Party Trademarks or make any other reference in advertising to the BayCare Sound, the View or the City. 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.
20. Force Majeure. If either Party is delayed, prohibited, or materially impaired from performing any of its obligations set forth in this Agreement (other than a payment obligation hereunder) as a result of an act of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, 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 prevents such performance of the obligations hereunder so long as such Party gives the other Party prompt written notice of the cause of the delay. In the event the City is unable to perform its obligations to Sponsor, including providing the Entitlements identified in **Exhibit B**, as a result of a force majeure event, the City shall use its best efforts to provide those Entitlements to Sponsor following the force majeure event (but this right shall not survive after expiration or termination of the Term), or, if the Entitlements cannot be provided by the City, it shall engage in good faith discussions with Sponsor to determine sufficient "make good" rights which shall constitute a substitute for the Entitlements that were unable to be provided by the City. The Parties agree to work together in good faith to work out a mutually agreeable approach to providing Sponsor with the Entitlements.
21. Substitute Entitlements. Sponsor and the City acknowledge that, from time to time during the Term, certain of the Entitlements may become unavailable to Sponsor or become impossible to provide for a reason other than a force majeure event. In such event, the Parties shall engage

in good faith discussions to determine sufficient “make good” rights which shall constitute a substitute for the Entitlements that were unable to be provided by the City.

22. Compliance with all Laws. Each Party represents and warrants that it is currently and covenants that it shall be in compliance with all applicable Laws (including, but not limited to, all federal, state, local, law, statute, ordinance, rule, code, regulation, judgment, stay, 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) related to this Agreement throughout the Term.
23. Authority of each Party. The undersigned person executing this Agreement on behalf of each Party represents and certifies that he/she is the authorized representative of the respective Party and has been fully empowered, and all necessary action has been taken, to execute and deliver this Agreement.
24. 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 conflicts 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.
25. 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:

City:

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

Sponsor: Floridacentral Credit Union

3333 Henderson Blvd  
Tampa, FL 33609

With a Copy to:

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

Either Party may change their address and contact information at any time by providing written notice to the other Party. Both Parties agree to update their contact information as needed in the event of staffing changes.

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. Severability. The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect, without being impaired or invalidated in any way.
28. 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 undisputed 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.
29. Section 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.
30. 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.
31. Public Records. All Parties hereto acknowledge that the City 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.
32. 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.
33. Reservation of Rights. All rights not herein specifically granted to Sponsor by the City shall be and remain the property of the City to be used in any manner as it may deem appropriate.
34. Assignment. This Agreement and all rights and Entitlements granted under this Agreement by the City 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 the City. In the event the City provides prior written consent of a Sponsor Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of the City 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 the City. Sponsor shall not Transfer this Agreement to an Affiliate of Sponsor, unless, in addition to the City's prior written consent, Sponsor shall remain 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 attempted Transfer of this Agreement or any of the rights or Entitlements granted under this Agreement, or of a controlling interest in Sponsor, is in violation of this Section shall be void and shall entitle the City to terminate this Agreement upon written notice of termination. The City shall have the right to Transfer this Agreement without the consent of Sponsor. In any such event, however, the City shall provide Sponsor with written notice no later than thirty (30) days before any such Transfer.

35. Amendments. This Agreement may not be amended, changed, or otherwise modified except by a written agreement signed by the Parties.
36. Entire Agreement. 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.
37. 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.

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blank.**

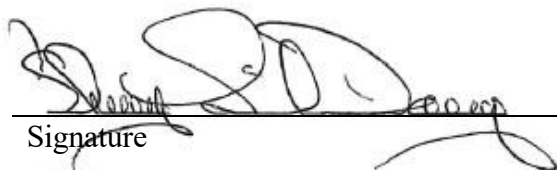
**[Signature Page follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

**CITY**

**SPONSOR**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Linh Dang

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

President/CEO

\_\_\_\_\_  
Title

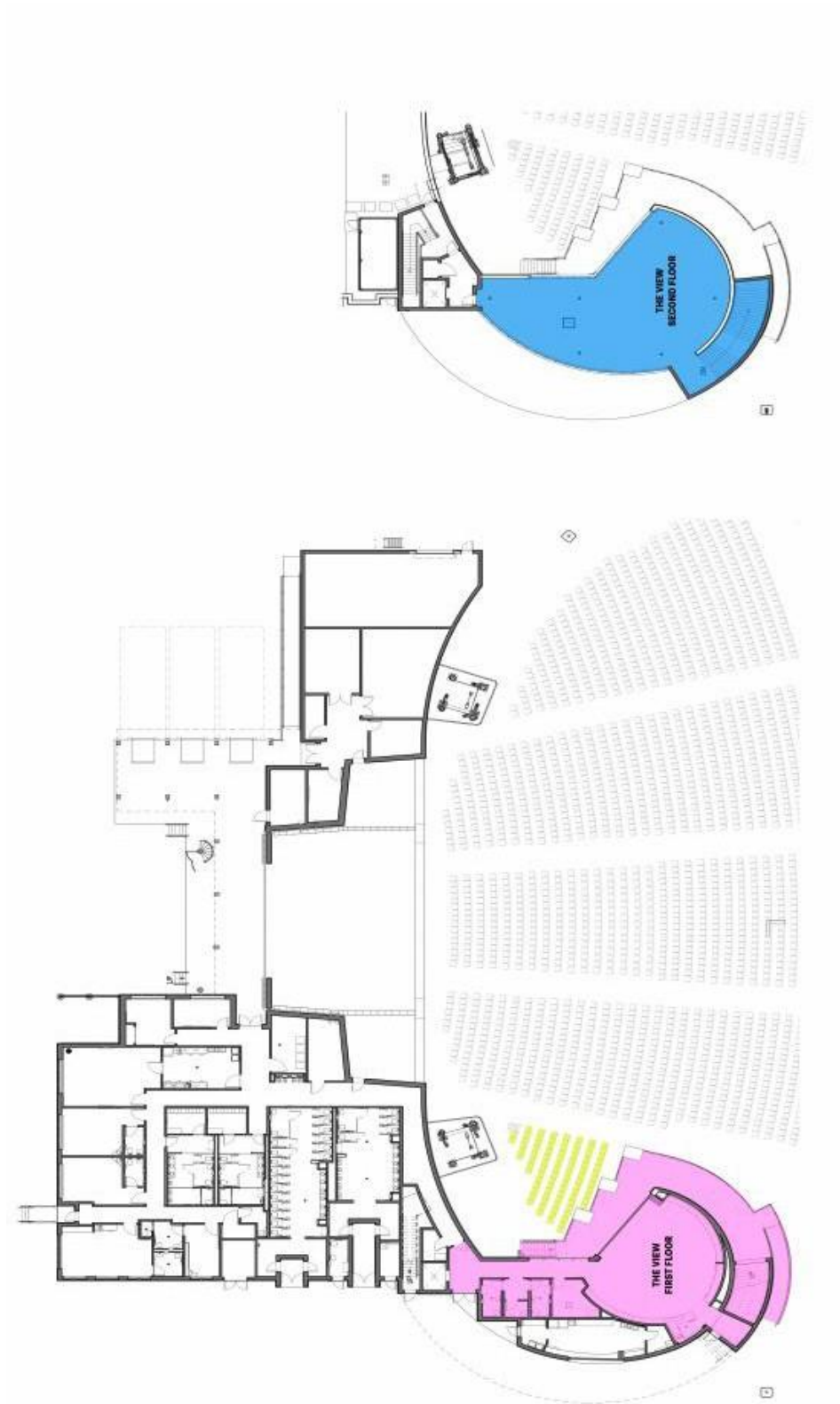
\_\_\_\_\_  
Date

June 17, 2025

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Map of The View and The BayCare Sound**



## **EXHIBIT B**

### **Entitlements**

#### **Category Exclusivity**

- Exclusivity with the BayCare Sound, subject to the terms of this Agreement, in the Exclusive Category.

#### **View Naming Rights**

- Exclusive name of the View, to be known as the “Floridacentral Credit Union View”

#### **Launch Campaign**

- The City will organize a press release, with the contents of the press release to be mutually agreed upon by the Parties.
  - Sponsor representatives will be included in all public-facing campaign pieces (including, for example, quotes in press releases).

#### **Signage**

- Sponsor ID on main entrance identity signage/façade of the View
- Sponsor ID on signage within the View
- Sponsor ID on on-premise wayfinding signage for the View

#### **Digital Assets and Marketing Materials**

- Sponsor recognition on City and BayCare Sound websites, with the contents, form, and location of the recognition to be mutually agreed upon by the Parties.
- Sponsor recognition on Imagine Clearwater emails, with the contents, form, frequency, and location of the recognition to be mutually agreed upon by the Parties.
- Sponsor to be included in twelve (12) City social media posts per Contract Year. The timing, contents, and form of the social media posts to be mutually agreed upon by the Parties.

#### **Tickets and Hospitality**

- Use of the View up to one (1) time per Contract Year
  - Rental of the View to be on a non-Facility Manager Event day with the exact date and time to be mutually agreed upon by the Facility Manager, the City, and Sponsor.
    - Sponsor shall provide at least three hundred 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 View’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.
- Sponsor to receive four (4) View tickets to the 4<sup>th</sup> of July Fireworks per Contract Year subject to City's ability to distribute View tickets for the event.
- Sponsor to receive four (4) tickets to the Seafood and Blues Festival per Contract Year

#### Additional Assets

- Sponsor ID on tickets for the View, with location and size of inclusion to be mutually agreed upon by the Parties.

**EXHIBIT C**

**Rights Fee**

<u>Contract Year</u>	<u>Rights Fee</u>
Contract Year 1 (Installment 1)	\$35,000.00
Contract Year 1 (Installment 2)	\$35,000.00
Contract Year 2	\$72,100.00
Contract Year 3	\$74,263.00
Contract Year 4	\$76,490.89
Contract Year 5	\$78,785.62
Contract Year 6	\$81,149.19
Contract Year 7	\$83,583.66

**EXHIBIT D**

Signage



Florida Central Credit Union  
255 Drew St  
Clearwater, FL 33755  
May 09, 2025

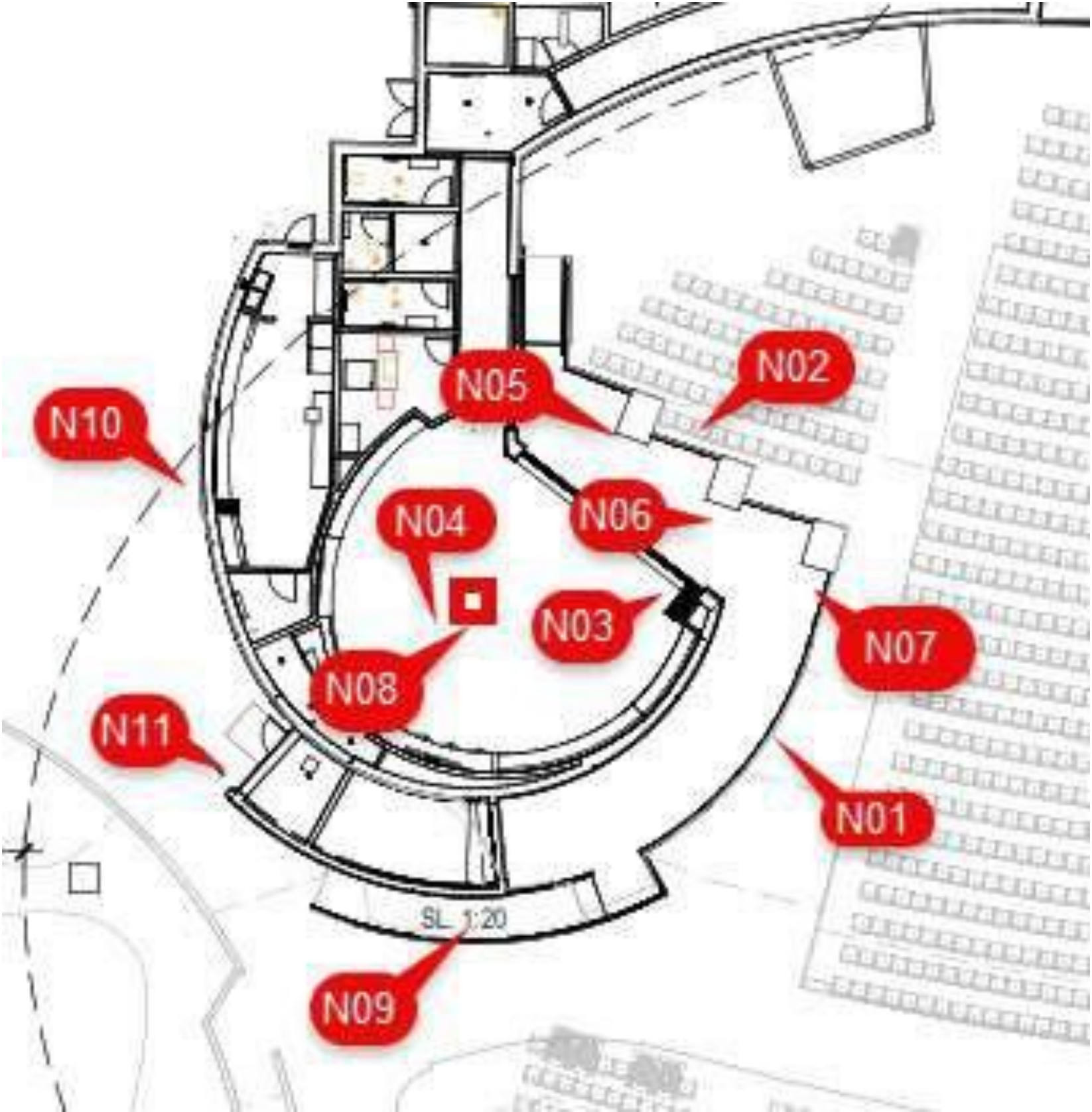


YOUR BRAND AT ITS BEST™

1-800-967-2553  
www.allenindustries.com

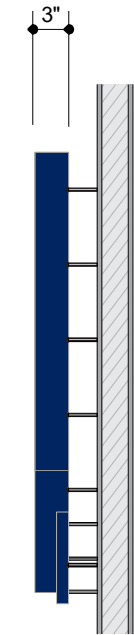
Customer Approval / Signature	
Signature: _____	Date: _____





Scope of Work:

- N01** Non-Illuminated Channel Letters - Mounted on Stand Off's
- N02** Non-Illuminated Channel Letters
- N03** Interior Vinyl Logo
- N04** Interior Vinyl Logo
- N05** Vinyl Logo
- N06** Vinyl Logo OR OPTIONAL Painted FCO acrylic
- N07** Vinyl Logo
- N08** (4) Vinyl Logo OR OPTIONAL Painted FCO acrylic
- N09** (2) Exterior Vinyl Logo OR OPTIONAL Painted FCO acrylic
- N10** (1) Logo Banner
- N11** Non-Illuminated Channel Letters

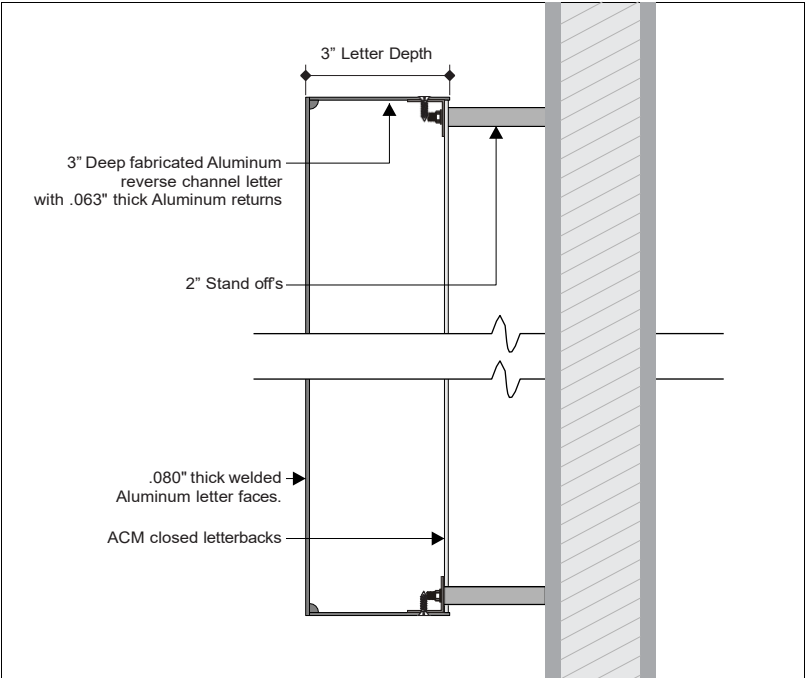


Side View  
Scale: 3/4"=1'-0"

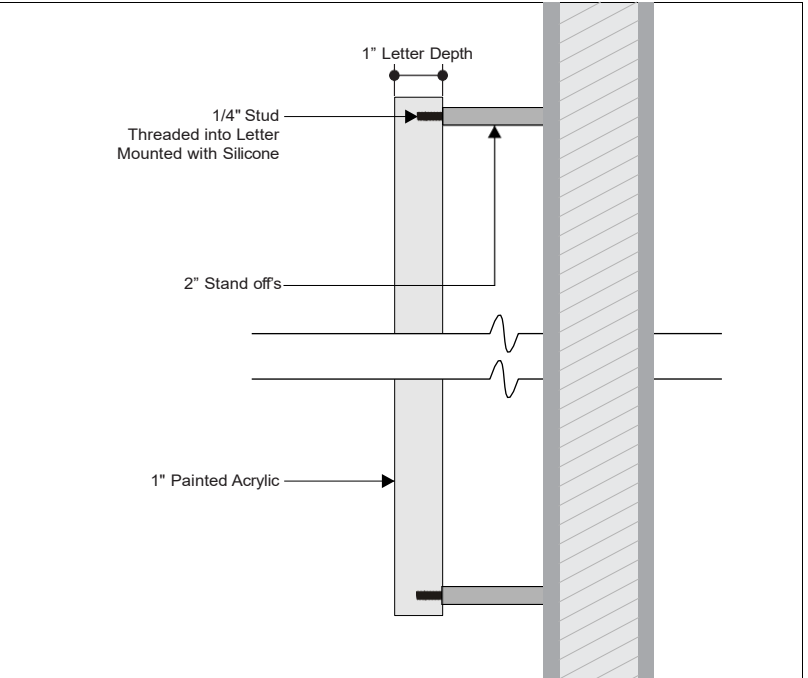
Front Elevation  
Scale: 3/4"=1'-0"

21.51 Sq Ft

Reverse Channel Letter Section



FCO Letter Section



General Specifications

- FC Letters:** 3" deep non-illuminated reverse pan Alum. 3" deep w/ 2" standoffs
- Tagline:** 1" deep FCO letters on 2" standoffs
- Install:** Channel letters to be installed using min. 3/8" all thread fasteners (or approved equivalent) and wood blocking as required, 2" stand off spacers from wall surface - painted White to match wall
- Quantity:** (1) ONE LETTERSET REQUIRED FOR EXTERIOR ELEVATION

Color Specifications

- Color TBD
- Color TBD
- Pantone White

All paint finishes to be Satin unless otherwise specified

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Client: **Florida Central Credit Union**

Address: **255 Drew St. Clearwater, FL 33755**

Date: **03/29/25** Estimate #: **E22916** Job #: **-** Page #: **3 of 19**

File Name: **FCCU-E22916\_Clearwater, FL\_107**

Sales: **House** Design: **CTT** PM: **US**

#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Initial: **NM**

**Client Review Status**

Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_



DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



Existing Condition



Proposed Condition

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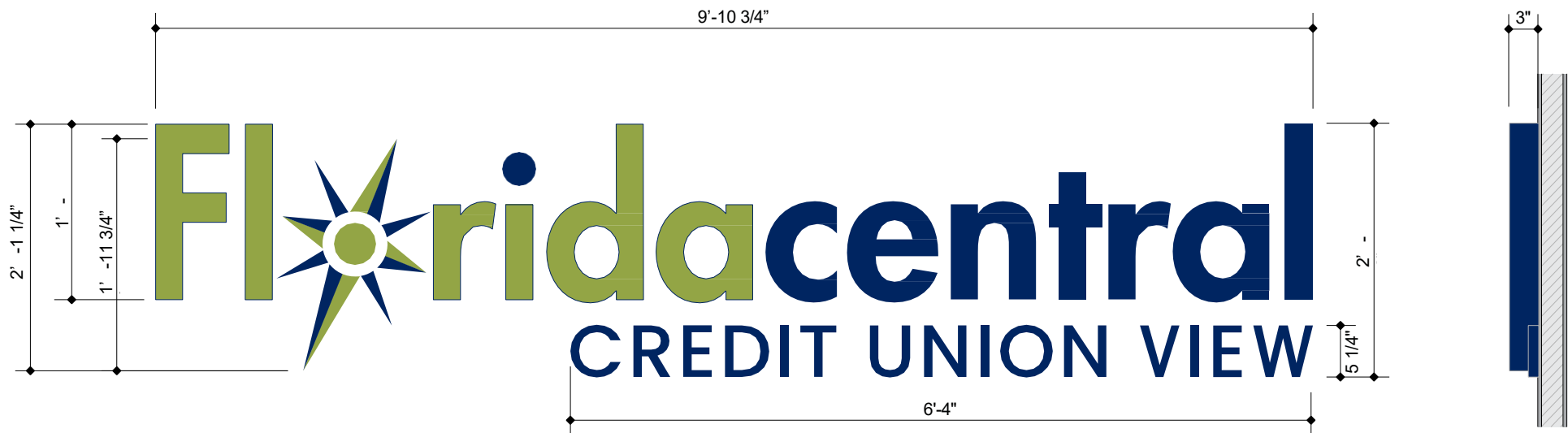
Client:  
**Florida Central Credit Union**

Address:  
**255 Drew St.  
Clearwater, FL 33755**

Date:	Estimate #:	Job #:	Page #:
03/29/25	E22916	-	4 of 19
File Name: FCCU-E22916_Clearwater, FL_107			
Sales:	Design:	PM:	
House	CTT	US	

#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Initial	Client Review Status Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.	
NM		
-		
-		
-	Client Signature:	Approval Date:
-		



Front Elevation  
Scale: 3/4"=1'-0"

21.51 Sq Ft

Side View  
Scale: 3/4"=1'-0"

General Specifications

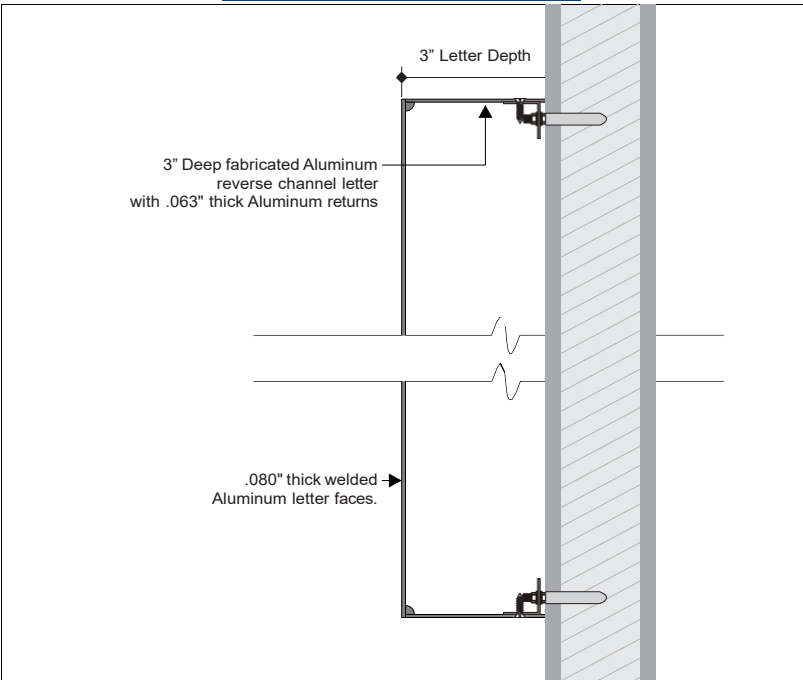
- FC Letters:** 3" deep non-illuminated reverse pan Alum. 3" deep Flush Mount
- Tagline:** 1" deep FCO letters Flush Mount
- Install:** Channel letters to be installed using min. 3/8" all thread fasteners (or approved equivalent) and wood blocking as required, Flush Mounted
- Quantity:** (1) ONE LETTERSET REQUIRED FOR EXTERIOR ELEVATION

Color Specifications

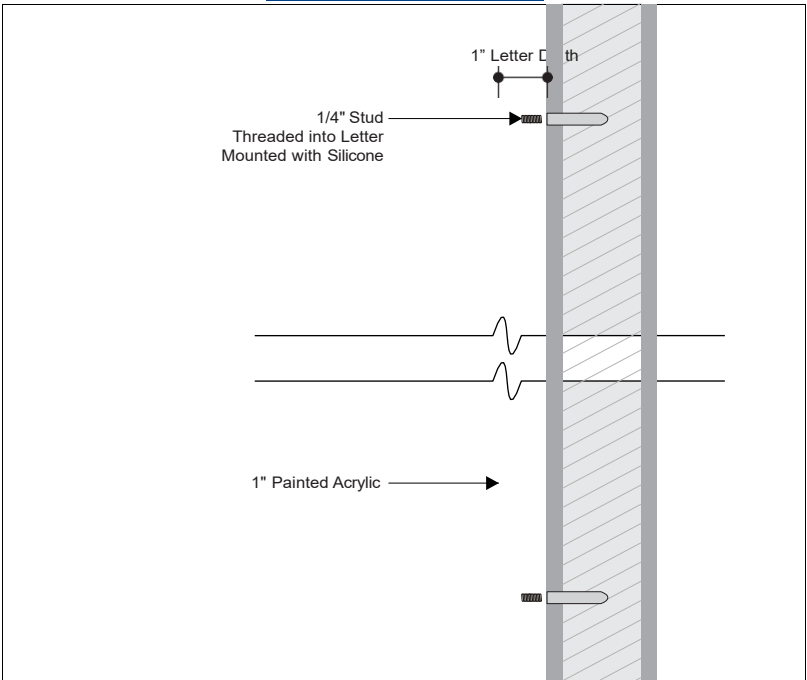
- Color TBD
- Color TBD
- Pantone White

All paint finishes to be Satin unless otherwise specified

Reverse Channel Letter Section



FCO Letter Section





**DESIGN INTENT ONLY**  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



### Existing Condition



### Proposed Condition

### Proposed Graphics Note

Photo Elevation depiction intended for general concept illustration.  
Colors as shown are as close to information provided and may vary from supplied image.

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Client:  
**Florida Central Credit Union**

Address:  
**255 Drew St.**  
**Clearwater, FL 33755**

<u>Date:</u> <b>03/29/25</b>	<u>Estimate #:</u> <b>E22916</b>	<u>Job #:</u> <b>-</b>	<u>Page #:</u> <b>6 of 19</b>
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File Name:  
**FCCU-E22916\_Clearwater, FL\_107**

<u>Sales:</u> <b>House</b>	<u>Design:</u> <b>CTT</b>	<u>PM:</u> <b>US</b>
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#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Initial	<b>Client Review Status</b>
NM	Allen Industries, Inc. re

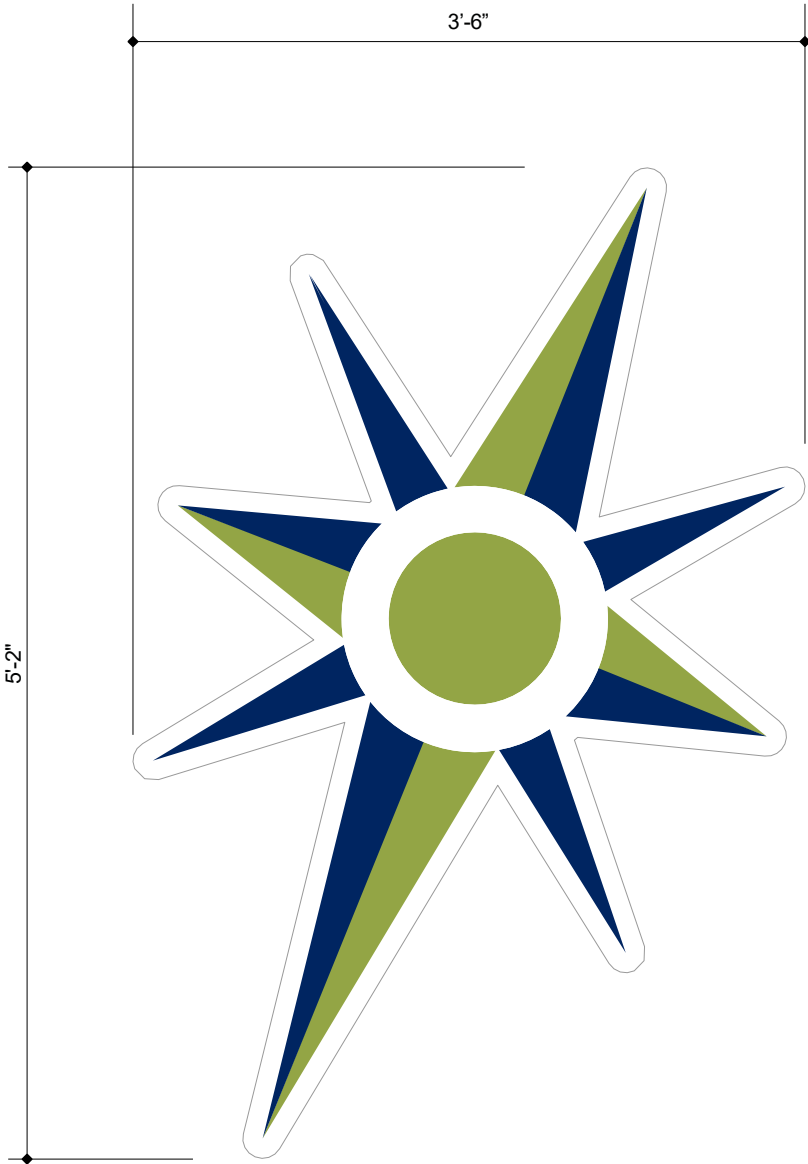
**Client Review Status**  
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: \_\_\_\_\_

Approval Date:



DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



Elevation  
Scale: 1"=1'-0"



Proposed Graphics Note  
Photo Elevation depiction intended  
for general concept illustration.  
Colors as shown are as close to information  
provided and may vary from supplied image.

Elevation  
Approx. Scale: 3/8"=1'-0"

Color Specifications

Color TBD

Color TBD

Pantone White

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Client:  
**Florida Central Credit Union**

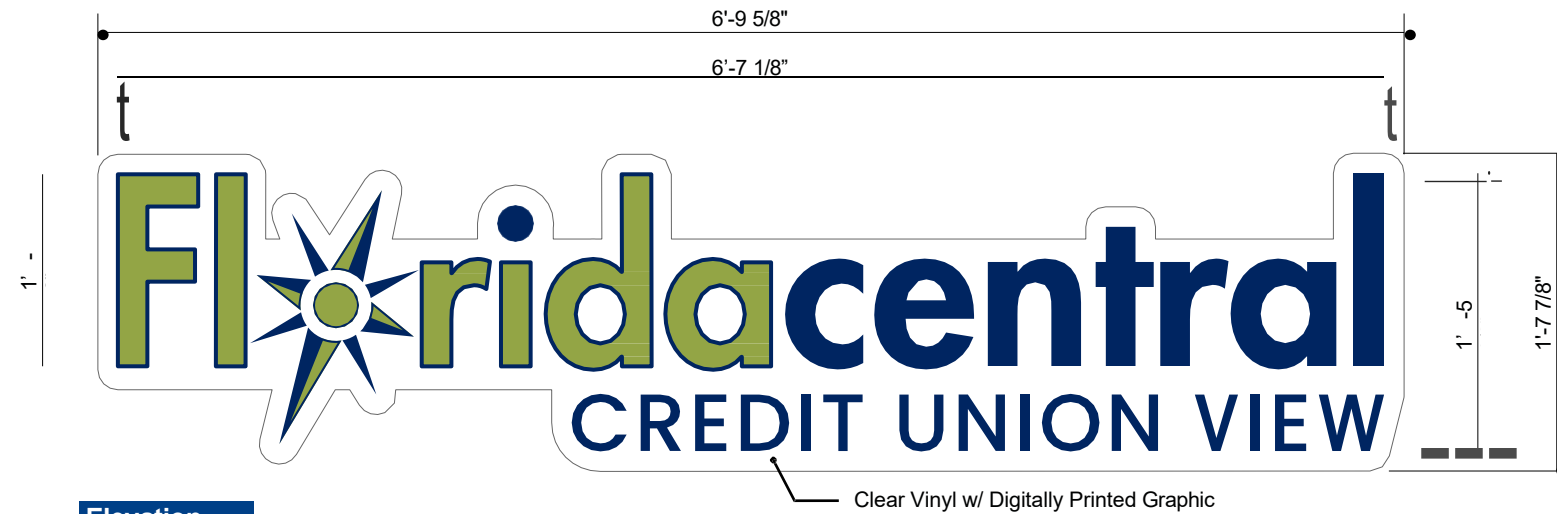
Address:  
**255 Drew St.  
Clearwater, FL 33755**

Date:	Estimate #:	Job #:	Page #:
03/29/25	E22916	-	7 of 19
File Name: FCCU-E22916_Clearwater, FL_107			
Sales:	Design:	PM:	
House	CTT	US	

#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Client Review Status	
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.	
Client Signature:	Approval Date:





### Elevation

Scale: 1"=1'-0"

Quantity: 2

- Clear Vinyl w/ Digitally Printed Graphic

**DESIGN INTENT ONLY**  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



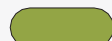
### Proposed Graphics Note

Photo Elevation depiction intended for general concept illustration.  
Colors as shown are as close to information provided and may vary from supplied image.

## Elevation

Approx. Scale: 1/2"=1'-0"

## Color Specifications



Color TBD



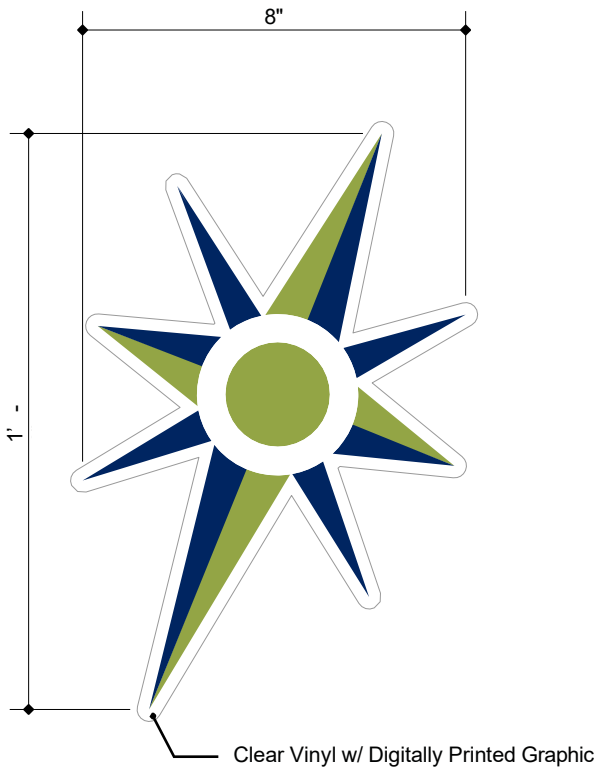
Color TBD



Pantone White



DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



Elevation  
Scale: 3"=1'-0"

Color Specifications

- Color TBD
- Color TBD
- Pantone White

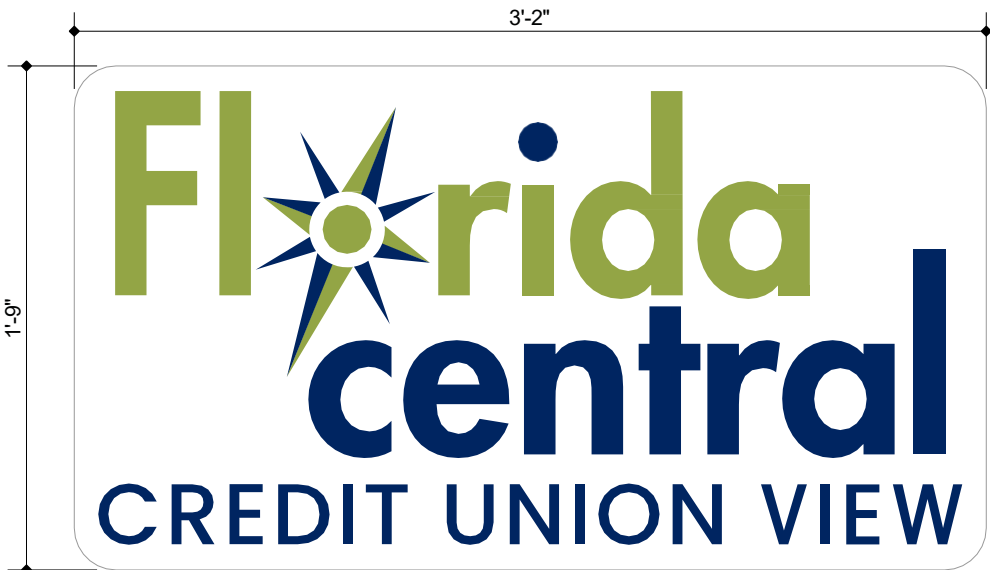


Proposed Graphics Note

Photo Elevation depiction intended  
for general concept illustration.  
Colors as shown are as close to information  
provided and may vary from supplied image.

Proposed Condition





Front Elevation  
Scale: 1 1/2"=1'-0"

5.54 Sq Ft

N06 Elevation

Digital Print Vinyl Decal



DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements

Color Specifications

Color TBD

Color TBD

Pantone White



Proposed Graphics Note  
Photo Elevation depiction intended  
for general concept illustration.  
Colors as shown are as close to information  
provided and may vary from supplied image.

Proposed Condition

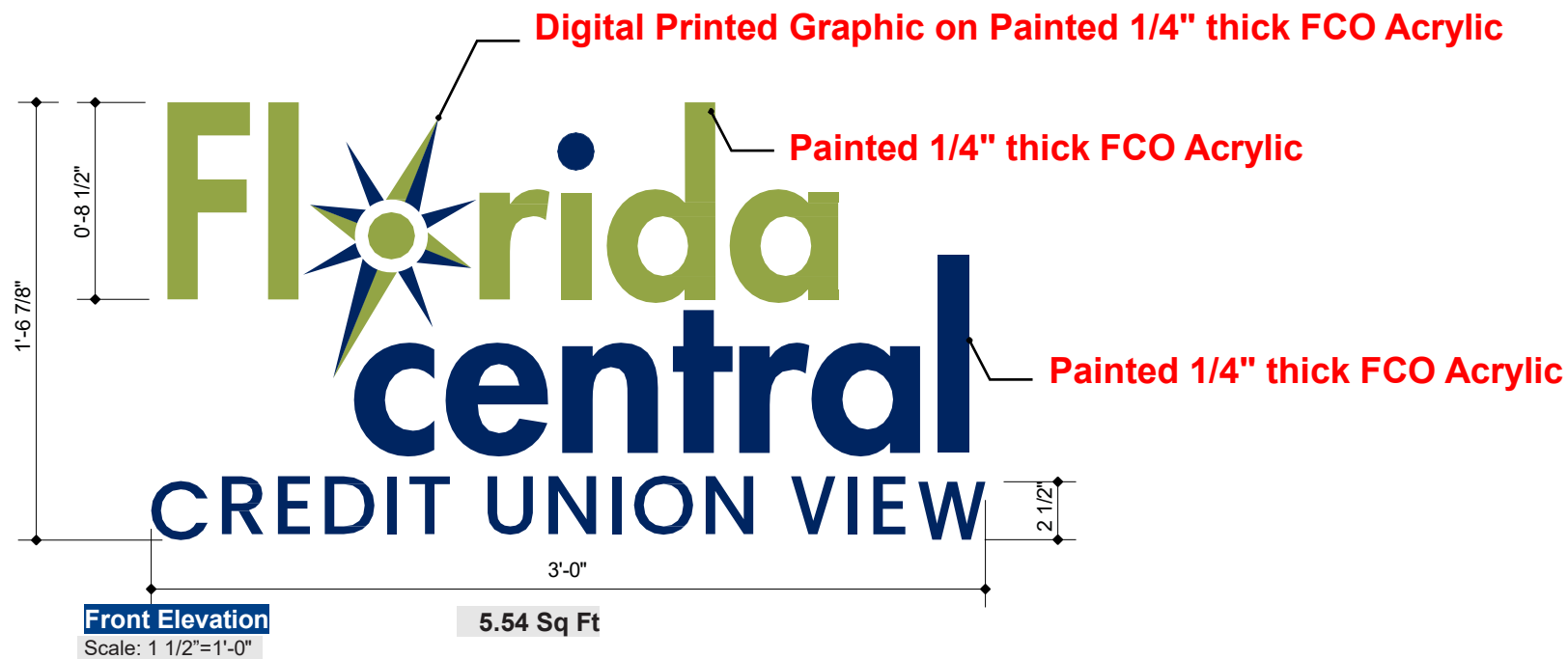
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Address:  
255 Drew St.  
Clearwater, FL 33755

Date:	Estimate #:	Job #:	Page #:
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Sales:	Design:	PM:	
House	CTT	US	

#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

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OPTION 1 N06 Elevation

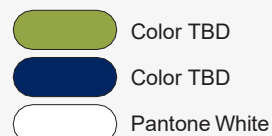
PAINTED FCO ACRYLIC

DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements

\*SHARP CORNERS MAY NEED TO BE ROUNDED OFF  
FOR MANUFACTURING AND SAFETY PURPOSES



Color Specifications



Proposed Graphics Note

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House	CTT	US	

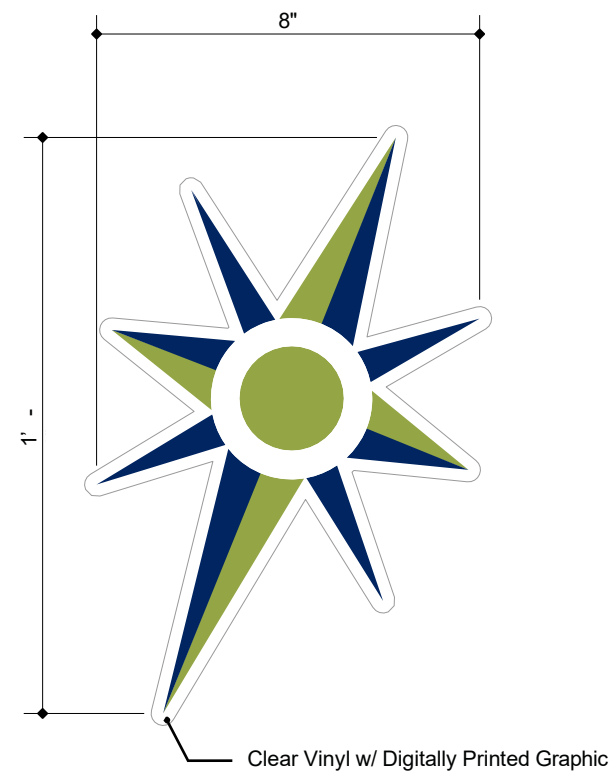
#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

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### Digital Print Vinyl Decal

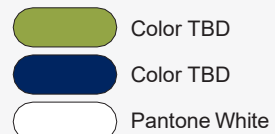
**DESIGN INTENT ONLY**  
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& Installation Requirements



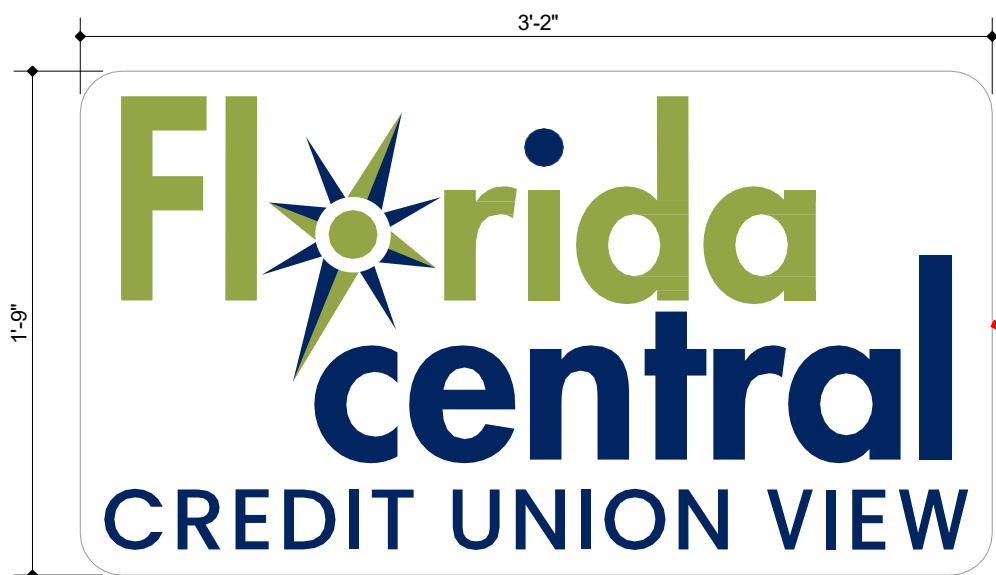
## Elevation

Scale: 3"=1'-0"

## Color Specifications



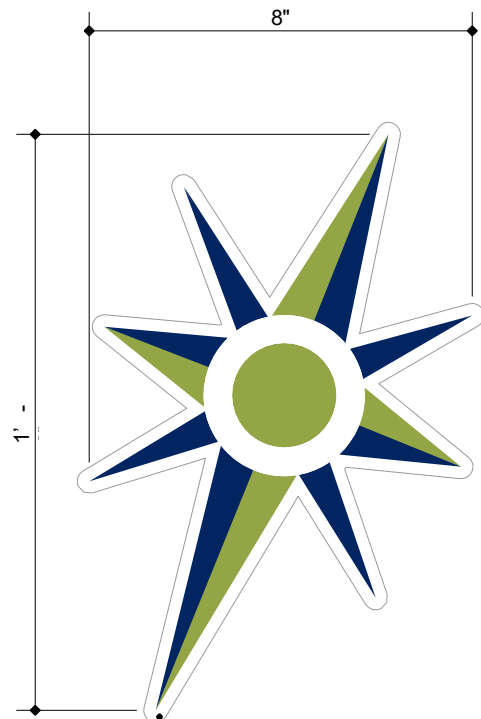
### Proposed Condition



Front Elevation  
Scale: 1 1/2"=1'-0"

5.54 Sq Ft

QTY: (1) On far side of pillar






Elevation  
Scale: 3"=1'-0"

Clear Vinyl w/ Digitally Printed Graphic

QTY: (3) On 3 sides of pillar

**Color Specifications**

-  Color TBD
-  Color TBD
-  Pantone White

Digital Print Vinyl Decal



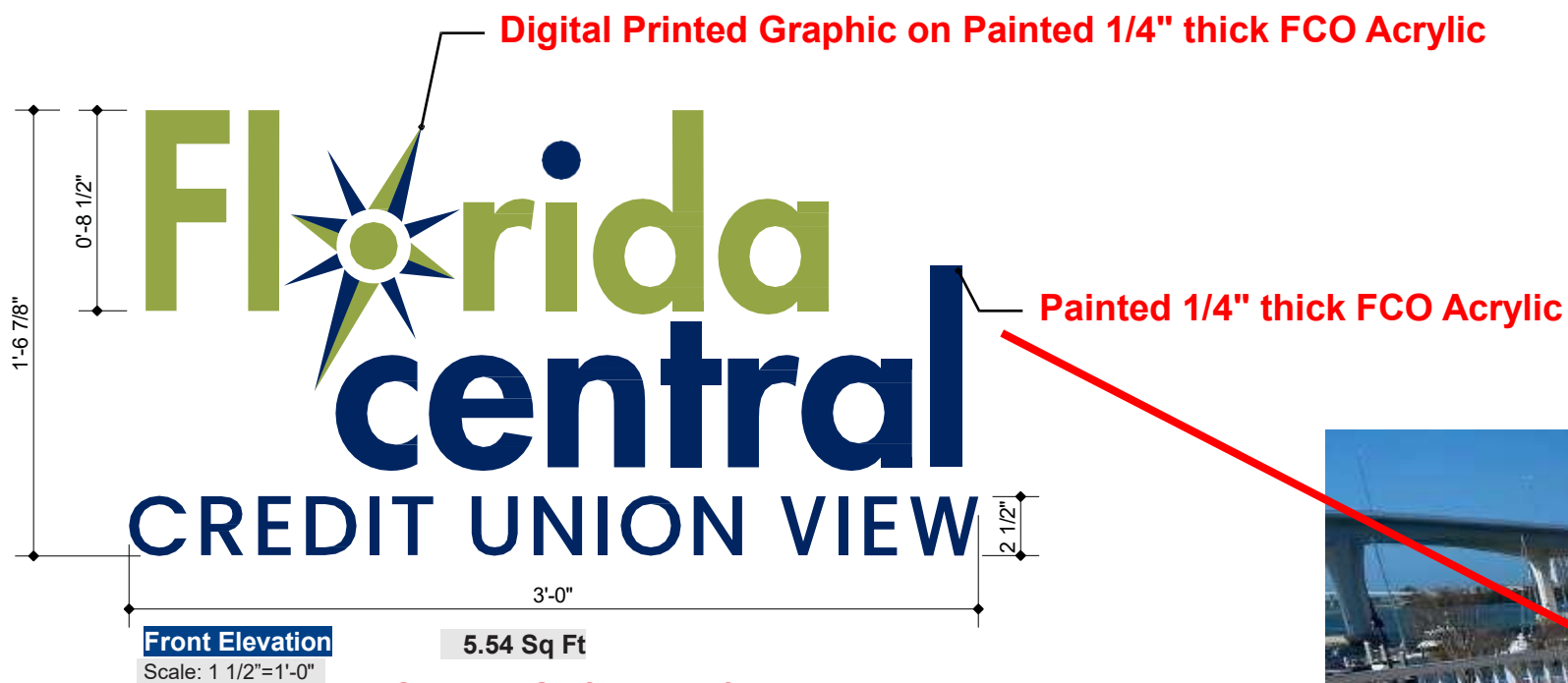
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& Installation Requirements



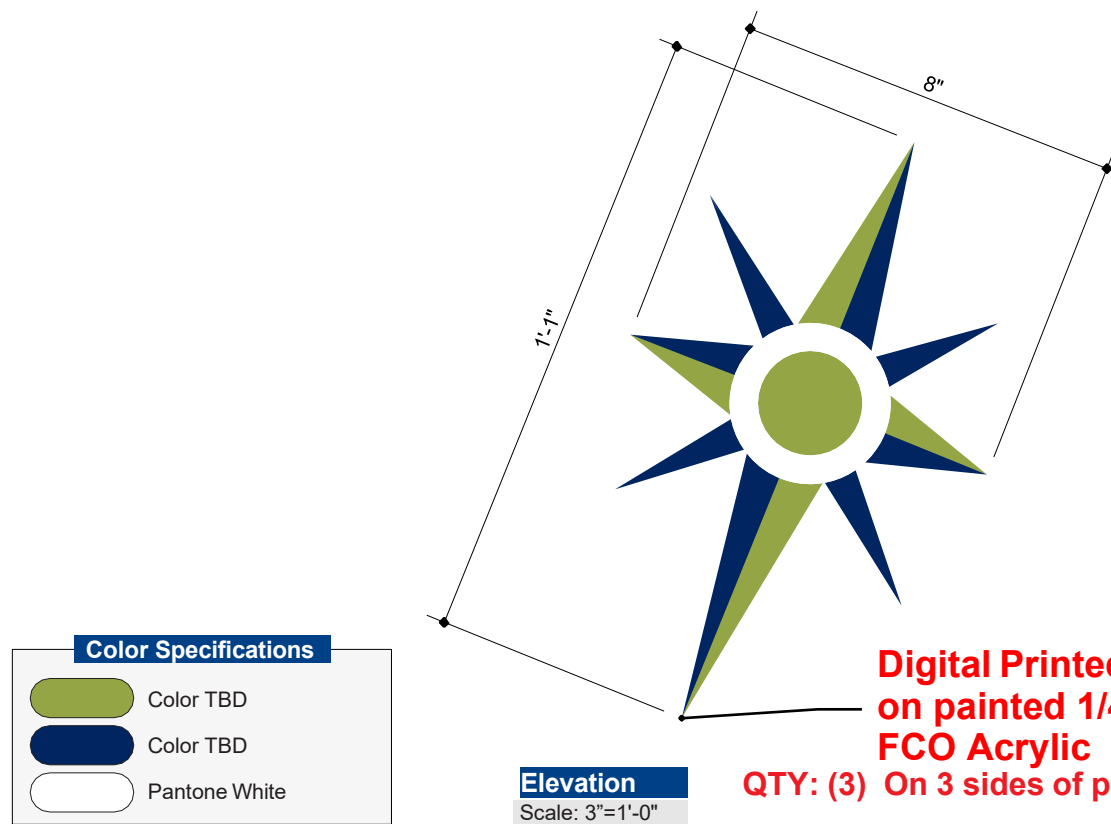
Proposed Condition

**Proposed Graphics Note**  
Photo Elevation depiction intended  
for general concept illustration.  
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QTY: (1) On far side of pillar



Digital Printed Graphic on painted 1/4" thick FCO Acrylic

QTY: (3) On 3 sides of pillar

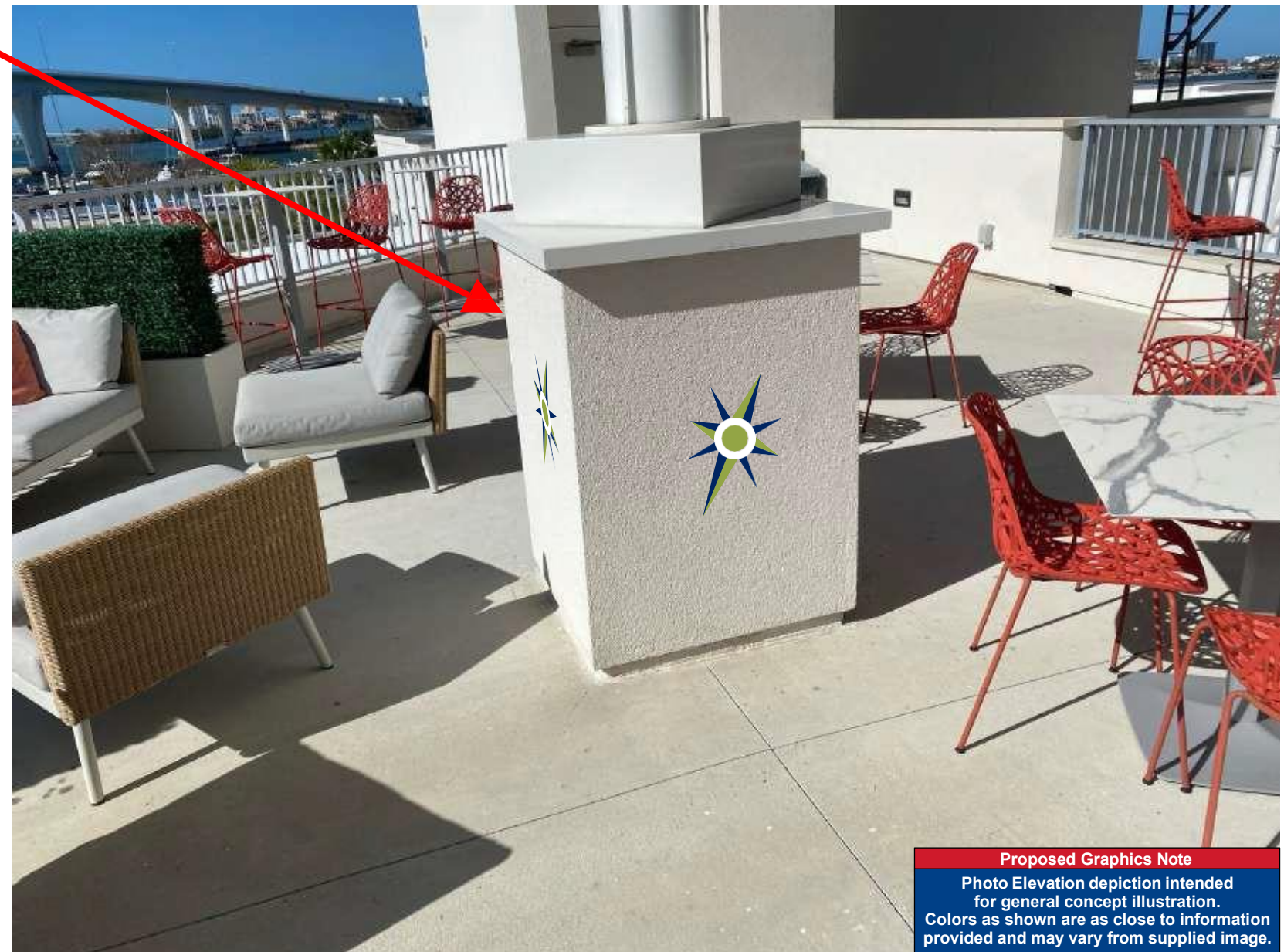
OPTION 1 N08 Elevation

PAINTED FCO ACRYLIC

FIELD SURVEY REQUIRED  
Prior to Release to Production

DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements

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Proposed Condition

Proposed Graphics Note

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Date:  
03/29/25

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FCCU-E22916\_Clearwater, FL\_107

Sales:  
House

Design:  
CTT

PM:  
US

#	Date	Description
7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Initial  
NM

Client Review Status

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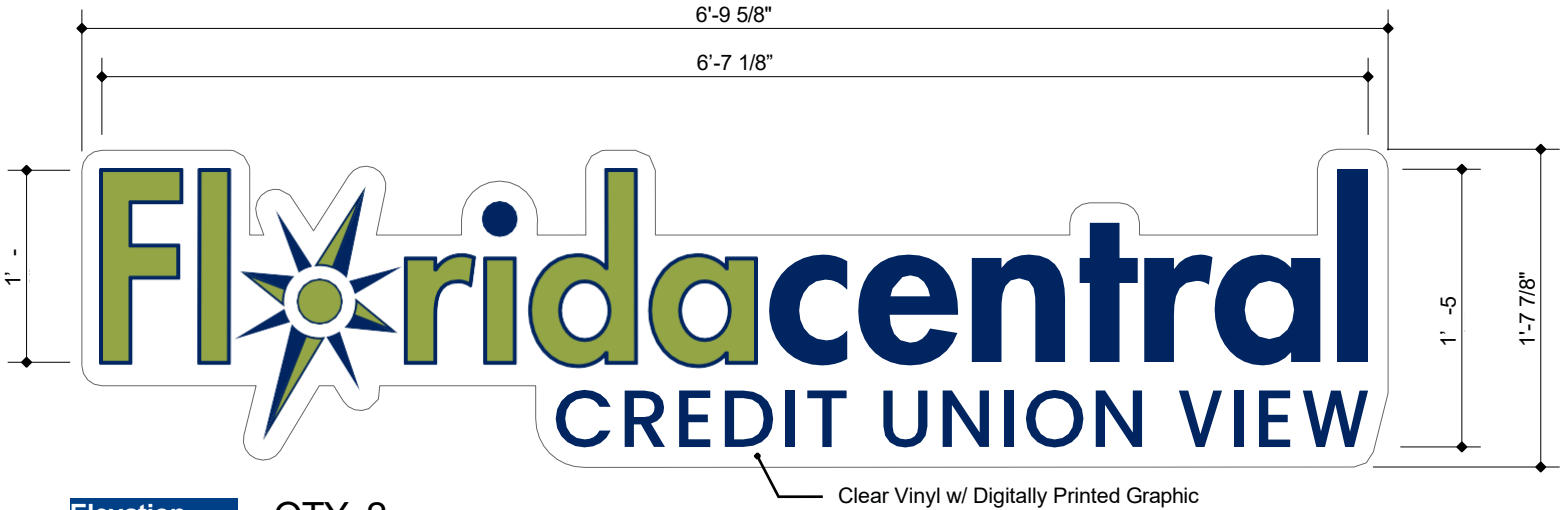
Client Signature:

Approval Date:





DESIGN INTENT ONLY  
Engineering Required to  
Determine Actual Production  
& Installation Requirements



Elevation

Scale: 1"=1'-0"

Quantity: 2

QTY. 2

Clear Vinyl w/ Digitally Printed Graphic

Floridacentral  
CREDIT UNION VIEW

Floridacentral  
CREDIT UNION VIEW

Color Specifications

- Color TBD
- Color TBD
- Pantone White

Proposed Graphics Note

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Proposed Graphics Note

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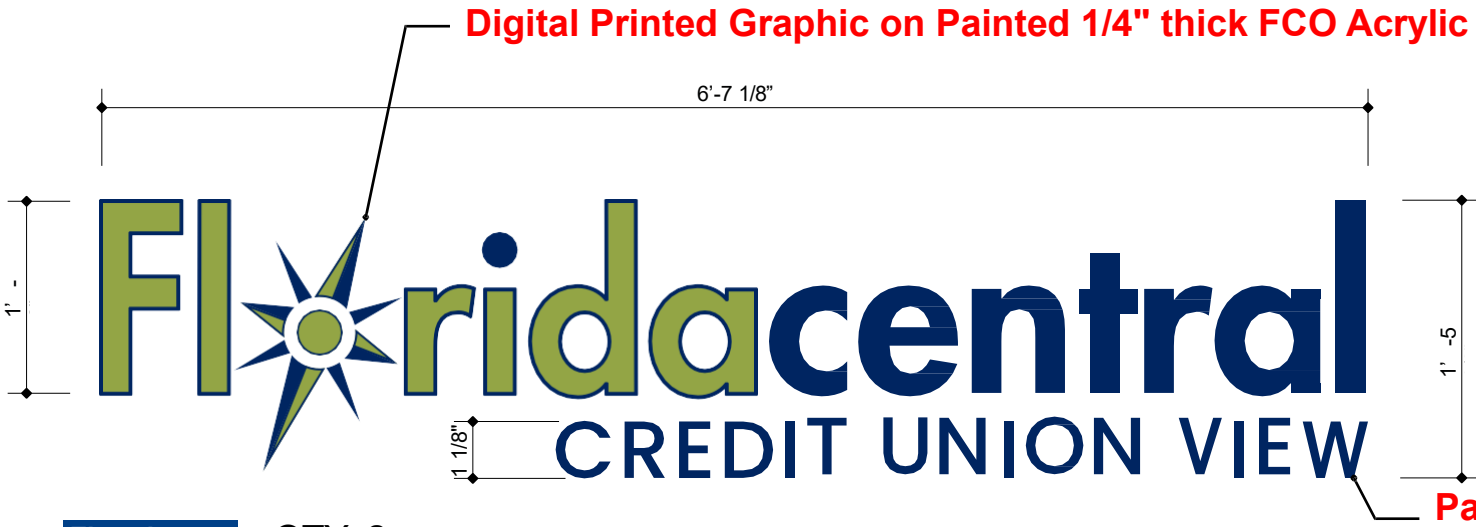
Client:  
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House	CTT	US	

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7	-	customer changes
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-

Initial	Client Review Status
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PAINTED FCO ACRYLIC

DESIGN INTENT ONLY  
Engineering Required to  
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& Installation Requirements

Elevation

Scale: 1"=1'-0"




Quantity: 2

QTY. 2

Painted 1/4" thick FCO Acrylic



Proposed Condition

Color Specifications	
	Color TBD
	Color TBD
	Pantone White

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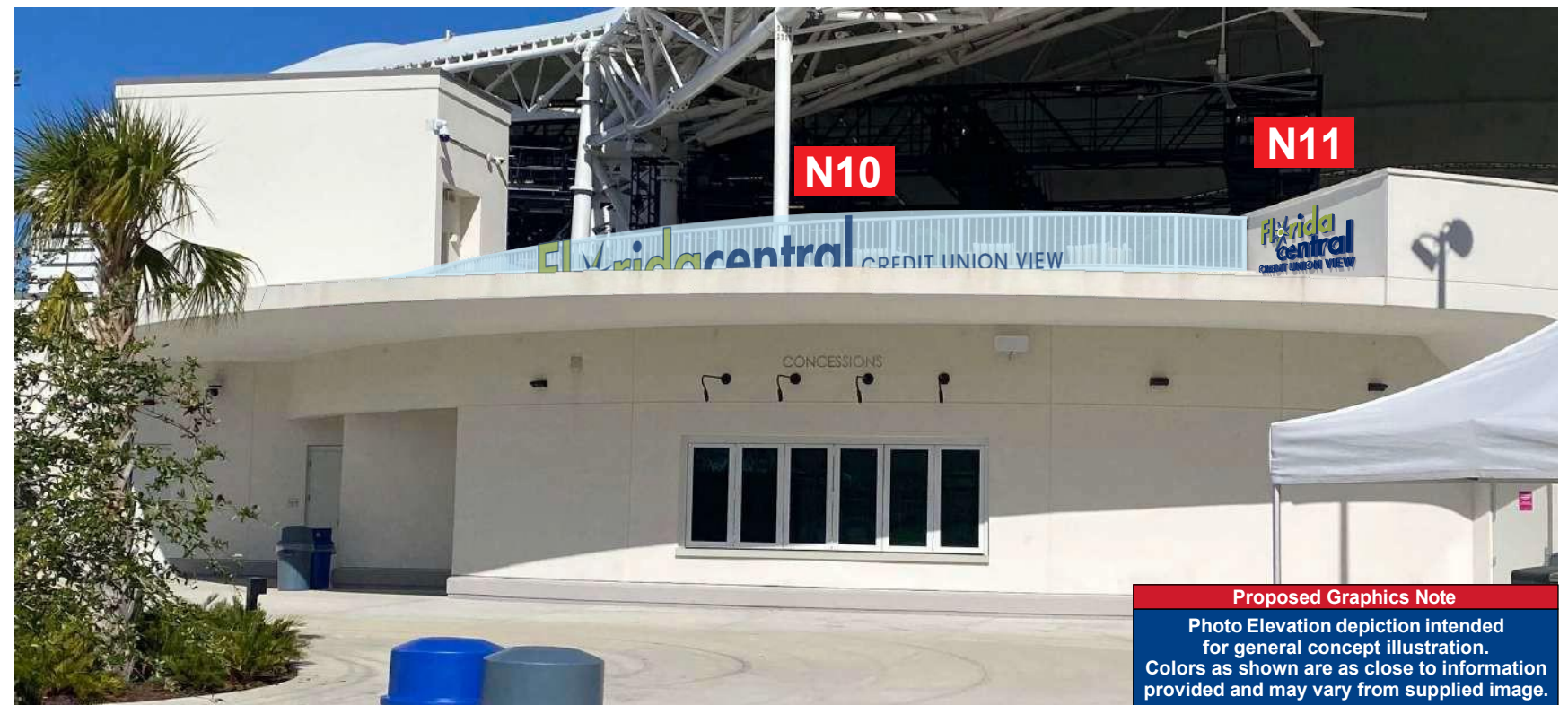


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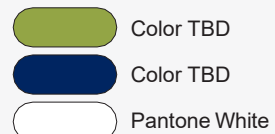


## Mesh Digitally Printed Banner Elevation

Scale: 1/4"=1'-0"



## Color Specifications



## Proposed Graphics Note

Photo Elevation depiction intended for general concept illustration. Colors as shown are as close to information provided and may vary from supplied image.

### Proposed Condition





Front Elevation  
Scale: 1"=1'-0"

21.1 Sq Ft



Side View  
Scale: 1"=1'-0"

N11

18" Non-Illuminated Channel Letters

Stacked - Flush Mount

Color Specifications

Color TBD

Color TBD

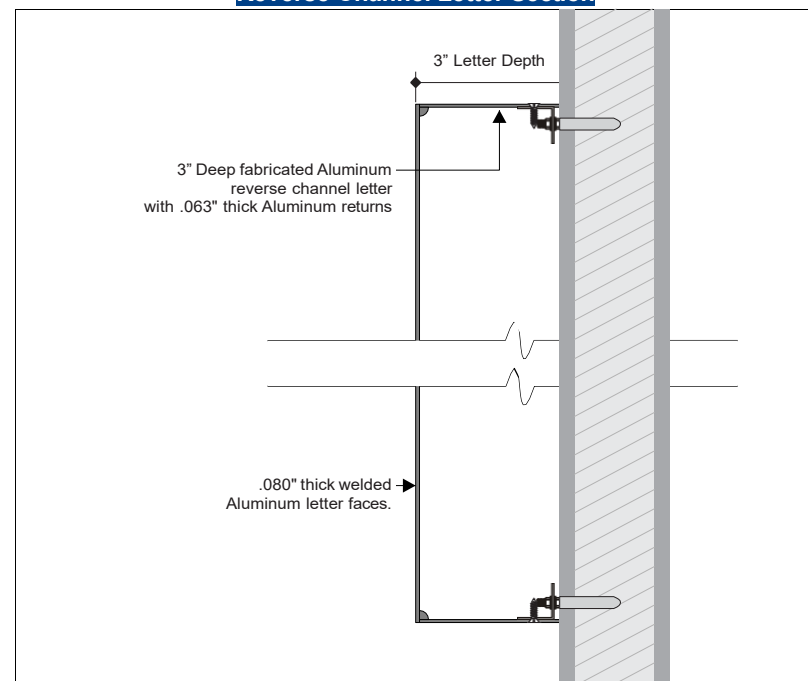
Pantone White

All paint finishes to be Satin unless otherwise specified

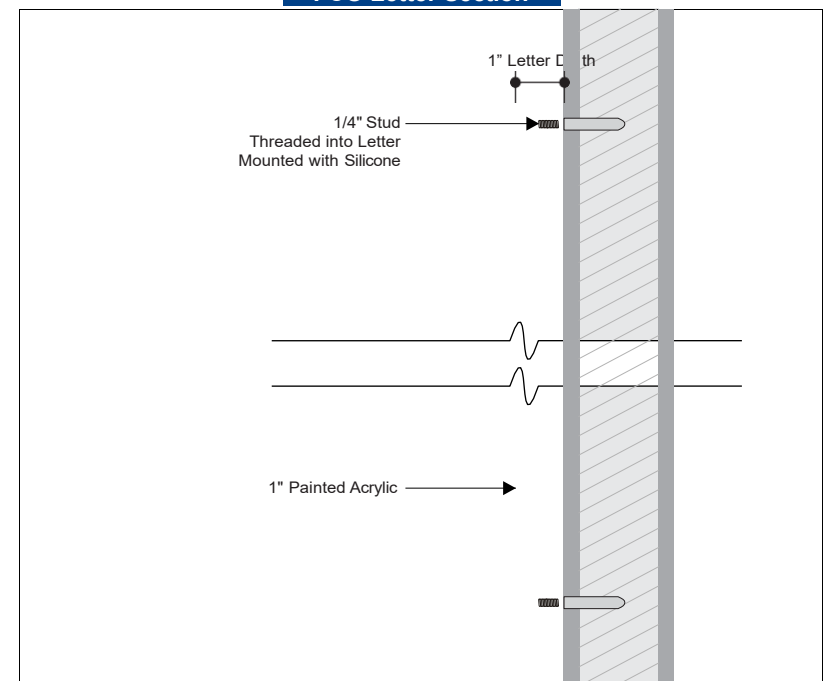
General Specifications

- FC Letters:** 3" deep non-illuminated reverse pan Alum. 3" deep Flush Mount
- Tagline:** 1" deep FCO letters Flush Mount
- Install:** Channel letters to be installed using min. 3/8" all thread fasteners (or approved equivalent) and wood blocking as required, Flush Mounted
- Quantity:** (1) ONE LETTERSET REQUIRED FOR EXTERIOR ELEVATION

Reverse Channel Letter Section



FCO Letter Section



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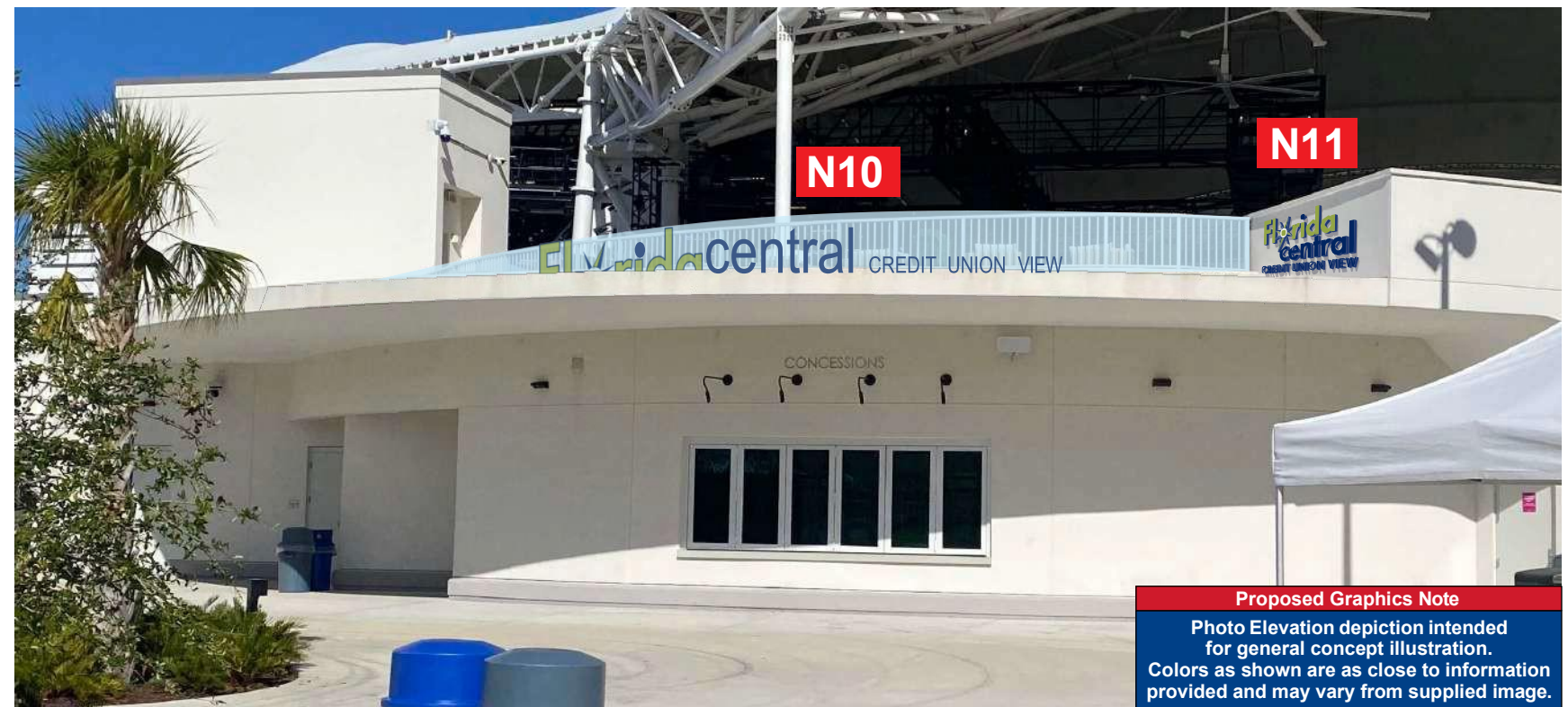
#	Date	Description
7	-	customer changes
8	-	-
9	-	-
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11	-	-
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& Installation Requirements



### Existing Condition



### Proposed Graphics Note

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### Proposed Condition