



Special Event Co-Sponsorship Agreement Coversheet

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

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

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

City of Clearwater Special Event Co-Sponsorship Agreement

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

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

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

WHEREAS, the City Council has designated the following described event as a Co-Sponsored Event based on the criteria outlined in the Community Event Co-Sponsorship Program.

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

1. **SPONSORSHIP.** The Promoter shall produce the <Name of Event> event to be held at <Location> on <Date>. **This Co-Sponsorship agreement is not associated with the special event application, submission, checklist items, nor anything related to the event being approved through existing City of Clearwater Special event processes.** The Promoter shall use the name and approved logo of the City of Clearwater as a named sponsor of the Event on all produced promotional materials.
2. **CITY SERVICES AND CONTRIBUTIONS.** The City's co-sponsorship of the Event will only include the terms and conditions included in this Agreement, which may include direct funding and/or in-kind services, or equipment provided by City staff. In-kind equipment may be invoiced per City of department policy based on item "value"/staff time. The itemized list of City contributions is set forth in Exhibit A. The Parks & Recreation Equipment request list is required as part of the application to qualify for "In-Kind" equipment support.

Cash contributions provided by the City may not be used toward certain event expenses. The Promoter is responsible for verifying if an item may be paid for using City funding. Examples of prohibited items include, but are not limited to Illegal Products, Alcohol, firearms, weapons, or tobacco products (including state permitting fees and liquor liability insurance), taxes, event insurance, photographer, videographer, facility maintenance, event staff fees, petting zoos, gift cards and/or cash giveaways, or registration or ticketing software fees.

3. **PROMOTER COSTS AND CONTRIBUTIONS.** The City will provide a cash contribution in an amount determined by City Staff based on the program procedures and policies and as outlined in this agreement. If pertinent event details are not provided within a reasonable amount of time the City reserves the right to estimate costs based on industry standards and staff recommendations. A check will be provided in advance of event to help support the event. No additional cash funds will be provided once processed. Cash contributions are not allocated for every event.

An invoice on organization letterhead with the event number, date, and name will need to be submitted in the approved amount to receive cash contribution. At the conclusion of the event a post event survey is due within 30 days, and an itemized financial report will be required within 60 days.

All City departments will invoice the organization for City services which must be paid within the timeframe required on the invoice.

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

protect the respective interest of the Parties. The coverages and policy limits required by the City are outlined on the city Special Event website.

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

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

A valid Certificate of Insurance and W-9 form that meets all necessary requirements must be submitted at same time as invoice, but not less than fifteen (15) days prior to the Event date to receive cash contribution.

9. **INDEMNIFICATION.** The Promoter agrees that it will indemnify and hold harmless the City, its officers and employees from all liabilities, claims, demands, damages, losses, and costs to the extent caused by the Promoter, its officers, employees, volunteers, or agents, or due to any unsafe condition caused by the Promoter, its officers, employees, volunteers, or agents.
10. **RIGHT TO SUSPEND.** The City reserves the right to immediately suspend this Agreement, including the Promoter's right to produce the Event and the City's commitment to provide City services, by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, or the City Manager determines that such a suspension is necessary to protect the public health, safety, or welfare.
11. **FUTURE EVENTS.** The City, in its sole discretion, shall have the right to withhold co-sponsorship of future events held by the Promoter or any of the principals of the Promoter if a) the Promoter fails to comply with any provision of this Agreement; b) any outstanding balance for City Services or for damage/destruction of City property has not been paid 30 days after the date of invoice; or c) the City is in litigation with the Promoter or any of the principals of the Promoter.
12. **DAMAGE TO CITY PROPERTY.** In the event any City property is damaged while the premises is under the control of the Promoter, the City will invoice the Promoter for the actual costs and labor, if applicable, to repair or replace the damaged property, and the Promoter shall pay that invoice within 30 days after the date of the invoice.
13. **NON-DISCRIMINATION.** The Promoter shall not discriminate against any person on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual

orientation, genetic information or any other protected class during the organizing, planning, or production of the Event.

14. BOOKS, RECORDS, FINANCIAL STATEMENTS. The Promoter shall provide an itemized financial statement of expenditures and revenue from the Event to the City 60 days after the conclusion of the Event. The Promoter shall maintain books and financial records of the Event for a period of five (5) years from the date of the Event, and at the City's sole option, permit the City to audit the Promoter's books and financial records of the Event at a mutually agreeable time and location.

15. FUTURE CO-SPONSORSHIP. The Promoter shall provide all required documents, pay all invoices, and complete the post event survey within the timeframe specified in this agreement to be eligible for future co-sponsorship. In addition, Promoter must adhere to all park rules, and City policies to remain in good standing with the City of Clearwater.

16. EVENT CANCELLATION. In the event of cancellation due to unforeseen circumstances, such as inclement weather, the Promoter must reschedule the event within 6 months of the original event date. If a reschedule date is not available, or the Promoter chooses not to reschedule, all monies provided by the City must be reimbursed by the Promoter to the City within 10 business days of the cancellation date.

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

[NAME OF PROMOTER]

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

Countersigned:

CITY OF CLEARWATER

Kader, Art
Parks & Recreation Director

“EXHIBIT A”
City of Clearwater Sponsorship

Item	Quantity
City Cash Contribution to Promoter	\$XXX

Parks & Recreation In-Kind Services

Qualifying events are eligible to request waiving of certain fees, such as venue and special event application fees managed by the Parks & Recreation Department. If available and applicable, department equipment and staff fees will apply.

Public Communications In-Kind Services

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

Social Media Posts: Share posts and content generated by event organizer and reminders on social media platforms.

Event webpage: Develop an event webpage on the city's website with information about the event.

Citywide e-newsletter: Include event title and date in the upcoming events section.

City Print Publications: Include event listing in MyClearwater Magazine and Sunshine Lines Utility Bills Stuffer when space is available and if **deadline** can be met.

Post-Event Photo Recap: City will post event recap on social media with photos or video provided by event organizer post-event.